

# EXHIBIT A

**IN THE UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF MISSOURI  
EASTERN DIVISION**

JOHN ORMONDE, individually and on  
behalf of all others similarly situated,

Plaintiff,

V.

ALLIED INTERNATIONAL CREDIT  
CORPORATION,

Defendant

Case No. 4:16-CV-01763-HEA

**AFFIDAVIT OF REBEKAH LONG IN SUPPORT OF  
MOTION TO COMPEL ARBITRATION AND  
TO TEMPORARILY STAY PROCEEDINGS**

COMES NOW affiant, Rebekah Long, who after being duly sworn under oath, deposes and states that the following facts are within her personal knowledge, and if called as a witness she could testify competently thereto:

1. I am a Litigation Paralegal at eBay Inc. (“eBay”). I am over the age of twenty-one (21), of sound mind, and capable of making this affidavit. I am in all respects qualified and authorized in making this affidavit. I have personal knowledge of all the facts stated in this affidavit and all of the facts stated herein are true and correct.

2. eBay operates an online global marketplace on which “users” (i.e., individuals who register to use eBay's services) may purchase items from third parties and list items they wish to sell.

3. eBay sellers pay various fees to eBay for their use of the online marketplace.

4. I am familiar with the process prospective users go through to register as eBay users (the “User Registration Process”) and, ultimately, to become eBay account holders.

Registered eBay account holders are permitted to buy or sell items using the eBay website.

Registered non-account holders and Guests may buy (but not sell) items using the eBay website, subject to their acceptance of the eBay User Agreement.

5. The eBay User Registration Process is identical for individuals and businesses. In order to create an eBay account, a potential user must first register as an eBay user.

6. A prospective user initiates the eBay User Registration Process by accessing eBay's website (<http://www.eBay.com>). Once on eBay's website, the prospective user is presented with the option to either “Register Now” or to “Log In.” The latter option is available only to previously-registered eBay users. If a prospective user attempts to buy or sell an item prior to registering as an eBay user, he or she will be directed to an eBay webpage and required to either log in as an existing user or register as a new user or guest before being allowed to proceed.

7. Once a prospective user clicks on the “Register Now” link, he or she is taken to a webpage containing the registration form (“User Registration Form”). The User Registration Process requires the prospective user to complete and submit the User Registration Form. The User Registration Form includes a series of data fields that must all be completed by the prospective user, including contact information (telephone number and e-mail address). Each registered user’s registration data, including a unique eBay User ID assigned to him or her, will be stored in eBay’s records.

8. As part of the registration process, a prospective user (including a guest user seeking to buy an item(s) on eBay) is required to expressly acknowledge that he or she has read and agrees to the terms of eBay's User Agreement and consents to the Privacy Notice. The eBay User Agreement and Privacy Notice establish the terms and conditions that govern the relationship between eBay and its registered users.

9. The eBay User Agreement serves as a contract between a registered user and eBay, providing the underpinnings of the legal relationship between those parties. Accordingly, the eBay User Agreement sets forth the rules governing a registered user's conduct on and use of the eBay website, including the registered user's obligations related to bidding and buying, listing and selling, and paying fees associated use of the site. The eBay User Agreement also permits eBay to determine who may maintain an eBay account and authorizes it to take action to protect the eBay community.

10. The eBay User Agreement is periodically amended, typically about twice a year. Copies of each of the eBay User Agreements potentially relevant to this matter are attached as Exhibits to this Affidavit. Those include: **Exhibit 1** (User Agreement effective September 29, 2009 and affirmatively accepted by Plaintiff at the time of his first eBay registration); **Exhibit 2** (User Agreement effective October 10, 2012 for existing users, including Plaintiff, and introducing the arbitration clause pertinent to AICC's motion to compel arbitration); **Exhibit 3** (User Agreement effective for all users September 15, 2014 and affirmatively accepted by Plaintiff at the time of his third eBay registration); **Exhibit 4** (User Agreement effective as to existing users May 19, 2016 and operative at the time of the acts Plaintiff alleges gave rise to his legal claims in this lawsuit); and **Exhibit 5** (User Agreement effective as to existing users September 29, 2016 and operative at the time Plaintiff filed his Complaint in this lawsuit).

11. The current eBay User Agreement, Ex. 5, provides, in the “Additional Terms” section, that “[eBay] may collect the outstanding sums using other collection mechanisms, including retaining collection agencies.” The User Agreement also repeatedly references eBay’s agents, defining them as part of “us” or “we” in the sections entitled “Release,” “Indemnity,” “Authorization to Contact You; Recording Calls,” and “Disclaimer of Warranties; Limitation of Liability.” *Id.*

12. While use of the eBay site is voluntary, acceptance of the eBay User Agreement is mandatory for all eBay account holders. Only those who verify their email addresses become eBay account holders authorized to both buy and sell goods using eBay.

13. The eBay User Agreement includes eBay's policies and procedures related to the use of eBay’s website. A prospective user can access and review those policies and procedures via links made available during the registration process. A prospective user acknowledges acceptance of the eBay User Agreement (including eBay’s policies and procedures referenced therein) and Privacy Policy by clicking a "Submit" button found immediately below a statement that reads: “By clicking ‘Submit’ I agree that: I have read and accepted the User Agreement and Privacy Policy....” A prospective user's registration form cannot be processed unless that “Submit” button is affirmatively clicked.

14. If a prospective user attempts to complete the User Registration Process by clicking the “Submit” button without supplying some required information, he or she will be returned to the eBay User Registration form to complete the required fields. A message indicating where additional information is required appears near each of the incomplete fields on the registration form. The prospective user's User Registration Form cannot be processed by eBay until *all* required fields on the form are completed and the “Submit” button is clicked.

15. Even after successfully completing and submitting the eBay User Registration Form, the prospective user must take one additional affirmative step before his or her registration will be activated and an eBay user account created. Specifically, once a prospective user completes the User Registration Form and accepts the terms of the User Agreement by clicking the “Submit” button acknowledging acceptance of the User Agreement and Privacy Policy, eBay sends the user a confirmation e-mail. The confirmation e-mail is sent to the e-mail address the user supplied on the User Registration Form. It provides the prospective user instructions for verifying their email address to complete the User Registration Process and activate the user’s eBay account.

16. The confirmation email offers the prospective user two ways to verify their email address and thereby complete their registration. The user may choose to simply click a designated link provided within the confirmation email. Alternatively, the user may log in through the eBay website (using the user ID and password provided on their User Registration Form) and enter a confirmation code provided within the confirmation email. If the user does not click on the link or enter the confirmation code, the registration is not complete, and while eBay will retain a record of the registration, the user will not be an account holder authorized to sell items on eBay.

17. Once the prospective user receives the confirmation e-mail and completes the registration process, they become a registered eBay user with a valid eBay user account. A registered eBay user’s account can only be accessed with their user ID and password.

18. The current eBay User Agreement, attached here as Exhibit 5, contains a Legal Disputes Section, which states as follows: **“You and eBay agree that any claim or dispute at law or equity that has arisen, or may arise, between us relating in any way to or arising out**

**of this or previous versions of the eBay User Agreement, your use of or access to the Services, or any products or services sold or purchased through the Services, will be resolved in accordance with the provisions set forth in this Legal Disputes Section.”**

(emphasis in original). *Id.* at 7. Previous versions of the User Agreement have contained similar or identical statements. *See* Exs. 2 at 7, 3 at 4, and 4 at 11.

19. The Legal Disputes Section of the current eBay User Agreement contains the following “Agreement to Arbitrate” (“Arbitration Clause”): **“You and eBay each agree that any and all disputes or claims that have arisen, or may arise, between you and eBay relating in any way to or arising out of this or previous versions of the User Agreement, your use of or access to eBay's Services, or any products or services sold, offered, or purchased through eBay's Services shall be resolved exclusively through final and binding arbitration, rather than in court. Alternatively, you may assert your claims in small claims court, if your claims qualify and so long as the matter remains in such court and advances only on an individual (non-class, non-representative) basis.** The Federal Arbitration Act governs the interpretation and enforcement of this Agreement to Arbitrate.” (emphasis in original). *See* Ex. 5 at 8. Previous versions of the User Agreement dating back to October 2012 have contained substantively identical Arbitration Clauses. *See* Exs. 2 at 7, 3 at 7, and 4 at 11.

20. Part 1 of Section B of the Legal Disputes Section of the current eBay User Agreement contains the following class action waiver:

**1. Prohibition of Class and Representative Actions and Non-Individualized Relief**

**YOU AND EBAY AGREE THAT EACH OF US MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, OR REPRESENTATIVE OR PRIVATE ATTORNEY GENERAL ACTION OR PROCEEDING. UNLESS BOTH YOU AND EBAY AGREE**

**OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN MORE THAN ONE PERSON'S OR PARTY'S CLAIMS, AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CONSOLIDATED, REPRESENTATIVE, CLASS, OR PRIVATE ATTORNEY GENERAL ACTION OR PROCEEDING. ALSO, THE ARBITRATOR MAY AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF NECESSITATED BY THAT PARTY'S INDIVIDUAL CLAIM(S). ANY RELIEF AWARDED CANNOT AFFECT OTHER USERS.** If a court decides that applicable law precludes enforcement of any of this paragraph's limitations as to a particular claim for relief, then that claim (and only that claim) must be severed from the arbitration and may be brought in court, subject to your and eBay's right to appeal the court's decision. All other claims will be arbitrated.

(emphasis in original). *See* Ex. 5 at 8. Previous versions of the User Agreement dating back to October 2012 have contained identical class action waivers. *See* Exs. 2 at 7, 3 at 7, and 4 at 11-12.

21. The Legal Disputes Section of the current eBay User Agreement establishes that, “except to the extent inconsistent with or preempted by federal law, the laws of the State of Utah, without regard to principles of conflict of laws, will govern the User Agreement and any claim or dispute that has arisen or may arise between you and eBay, except as otherwise stated in the User Agreement.” *See* Ex. 5 at 8. Previous versions of the User Agreement dating back to October 2012 have contained identical “Applicable Law” provisions. *See* Exs. 2 at 7, 3 at 7, and 4 at 11.

22. I have personally reviewed the eBay User Registration history for the Plaintiff in this action, Mr. John Ormonde. Mr. Ormonde is currently a registered eBay User with an active user account in his name.

23. According to eBay’s records, Mr. Ormonde completed and submitted an eBay User Registration Form three times, resulting in the creation of a unique User ID and password each time. Mr. Ormonde’s first registration occurred on December 11, 2009 (User ID



“emalditozero”), and his last occurred on October 13, 2014 (User ID “johormo”). In each instance, by clicking on “Submit” after completing the User Registration Form (the process for which is described at Paragraphs 6-8 and 13-16 above), Mr. Ormonde signified his acceptance of the terms of the eBay User Agreement and Privacy Notice.

24. Mr. Ormonde’s first two eBay registrations were confirmed pursuant to the process described at Paragraphs 13-16 above, and resulted in the creation of registered eBay accounts in his name. His third registration was never confirmed – meaning that while it resulted in the recording of a unique User ID (“johormo”) and password, it did not ultimately result in the creation of a registered eBay account.

25. Mr. Ormonde’s first registered eBay account is currently active. His second registered eBay account (User ID “irishjohnjohn”) was deleted in July, 2016 due to non-use.

26. When Mr. Ormonde submitted his third eBay User Registration form on October 13, 2014 indicating that he had read and agreed to the eBay User Agreement and Privacy Notice, the eBay User Agreement included both the “Agreement to Arbitrate” described at Paragraph 19 above and the class action waiver described at Paragraph 20 above.

27. Although Plaintiff never verified his email address during to complete his third eBay User Registration, the IP address associated with his third registration (user name “johormo”) is identical to that associated with his first registration (user name “emalditozero”), indicating that they both originated with Mr. Ormonde.

28. Plaintiff also continued to use his original eBay account (User ID “emalditozero”), and made six purchases with that account after eBay User Agreement containing the “Agreement to Arbitrate” described at Paragraph 19 became effective in October 2012.

29. The eBay User Agreement specifically states that a User's "continued access or use of our Services constitutes [the User's] acceptance of the amended terms." *See* Ex. 5 at 10. Previous versions of the User Agreement have contained identical or similar provisions. *See* Exs. 2 at 9, 3 at 10, and 4 at 15.

30. The eBay User Agreement has, since at least September 2009 contained a provision that authorized eBay to propose changes to the contract. At the time of Plaintiff's initial eBay registration, that provision read as follows: "We may amend this Agreement at any time by posting the amended terms on this site. Except as stated elsewhere, all amended terms shall automatically be effective 30 days after they are initially posted. Additionally, we will notify you through the eBay Message Center. This Agreement may not otherwise be amended except in writing hand signed by you and us." Ex. 1 at 10; *see also* Exs 3 at 10, 4 at 11, and 5 at 10.

31. eBay used the email addresses associated with Plaintiff's registered user names to notify Plaintiff of eBay User Agreement amendments. On occasion eBay also used its proprietary messaging system (the "eBay Message Center") to notify Plaintiff of amendments to the eBay User Agreement. Consistent with the terms of the User Agreement, and since at least 2009 when Plaintiff registered as an eBay user for the first time, each eBay User Agreement amendment has also been posted and available for view on eBay's website at least thirty days before its effective date.

32. eBay's records reflect that it notified Plaintiff of the User Agreement Amendment that became effective in October 2012 (adding the Arbitration Clause, among other things ) by way of the eBay Message Center on August 27, 2012, and again by email on September 15, 2012 sent to the verified email address Plaintiff had registered.

33. When eBay posted the October 2012 User Agreement Amendment on its website in August 2012, it provided instructions for existing eBay users wishing to opt out of the new arbitrations provision. Within the arbitration agreement was a separately-marked section titled “Opt-Out Procedure,” which provided:

**You can choose to reject this Agreement to Arbitrate (“opt-out”) by mailing us a written opt-out notice (“Opt-Out Notice”). For new eBay users, the Opt-Out Notice must be postmarked no later than 30 days after the date you accept the User Agreement for the first time. If you are already a current eBay user and previously accepted the User Agreement prior to the introduction of this Agreement to Arbitrate, the Opt-Out Notice must be postmarked no later than November 9, 2012.**

Ex. 2 at 8.

34. According to eBay’s records, Plaintiff has never submitted an arbitration Opt-Out Notice to eBay.

35. The relationship between eBay and Defendant Allied International Credit Corporation (“AICC”) is governed by a written contract entitled “Collection Services Agreement.” A redacted copy of that Collection Services Agreement is attached hereto as **Exhibit 6.**

36. The Collection Services Agreement identifies AICC as the “Collector.”

37. Paragraph 1.1.1 of the Collection Services Agreement authorizes AICC to “undertake the collection of certain delinquent United States domestic accounts (each, an “Account”) of eBay sellers (“Debtors”) which eBay decides to place with Collector” and states that “eBay reserves the right to revoke and or all Accounts without reason at any time.”

38. Paragraph 1.1.3 of the Collection Services Agreement allows eBay to control the investigation of claims, defense, and settlement of any litigation related to the delinquency of the Accounts placed with AICC for collection.

39. Section 1.2 of the Collection Services Agreement establishes that eBay provides Collection Call Guidelines for use by AICC and retains the right to monitor AICC's services by reviewing its letters and listening to phone calls made to eBay debtors.

40. Section 3 of the Collection Services Agreement establishes eBay's right to audit AICC's records relating to the computation of payments owed to eBay.


41. Section 4 of the Collection Services Agreement requires an acknowledgment by AICC that "this Agreement does not provide for the sale or assignment of account receivables for the Accounts."

42. Section 7 of the Collection Services Agreement establishes that AICC is an agent of eBay "*for the limited purpose of performing the Services*," with "Services" defined at Section 1.1 to include "Collections."

43. Under the Collection Services Agreement, eBay placed debt, including the purported debt at issue in Plaintiff's claims, with its agent AICC for collection, but eBay retained ownership of that debt and substantial control over AICC's actions in relation to it.

44. The purported debt at issue in Mr. Ormonde's lawsuit was one attributed to Plaintiff based on the use of an eBay account registered in Plaintiff's name. After the debt was placed with AICC for collection, eBay discovered that that account had been fraudulently registered in Plaintiff's name.

SIGNED UNDER THE PAINS AND PENALTIES OF PERJURY THIS 11 DAY OF JANUARY, 2017.

  
Rebekah Long

STATE OF UTAH )

COUNTY OF Salt Lake )

On this 11<sup>th</sup> day of January, 2017 before me appeared Rebekah Long, to me personally known, who being by me duly sworn, did state that the statements made in this Affidavit are true to the best of her knowledge and belief.

Subscribed and sworn to before me, a Notary Public, this 11<sup>th</sup> day of January, 2017.



  
NOTARY PUBLIC  
My Commission Expires: 11/5/2019

# EXHIBIT 1

[Home](#) > [Help](#) > Your User Agreement

## Help

### Browse help

[▶ Searching & researching](#)[▶ Bidding & buying](#)[▶ Selling & seller fees](#)[▶ Payment & shipping](#)[▶ Feedback](#)[▶ Membership & account](#)[eBay glossary](#)[eBay acronyms](#)[A-Z index](#)

## Your User Agreement

The following describes the terms on which eBay offers you access to our services.

### Introduction

Welcome to eBay. By using eBay (including eBay.com and its related sites, services and tools), you agree to the following terms with eBay Inc. and the general principles for the websites of our subsidiaries and international affiliates. If you reside outside of the United States, you are contracting with one of our international eBay companies: In countries within the European Union, your contract is with eBay Europe S.à r.l.; in all other countries, your contract is with eBay International AG. If you have any questions, please refer to our help section.

This Agreement is effective on September 29, 2009, for current users, and upon acceptance for new users. The previous amendment to this User Agreement was effective for all users on June 14, 2009.

### Scope

Before you may become a member of eBay, you must read and accept all of the terms in, and linked to, this User Agreement and the eBay Privacy Policy. We strongly recommend that, as you read this User Agreement, you also access and read the linked information. By accepting this User Agreement, you agree that this User Agreement and Privacy Policy will apply whenever you use eBay sites or services, or when you use the tools we make available to interact with eBay sites and services. If you use another eBay site, you agree to accept the User Agreement and Privacy Policy applicable to that site. Some eBay sites, services, and tools may have additional or other terms that we provide to you when you use those sites, services, or tools.

### Using eBay

While using eBay sites, services and tools, you will not:

- post content or items in an inappropriate category or areas on our sites and services;

### Contact us

Have a question? We can help.

[Contact us](#)

### Ask eBay members

Get help from other eBay members. Visit the [Answer Center](#) to post a question.

### Related help topics

[eBay Privacy Policy](#)

violate any laws, third party rights or our policies, such as the [prohibited and restricted items policies](#);

use our sites, services, or tools if you are not able to form legally binding contracts, are under the age of 18, or are temporarily or indefinitely suspended from using our sites, services, or tools;

fail to deliver payment for items purchased by you, unless the seller has materially changed the item's description after you bid, a clear typographical error is made, or you cannot authenticate the seller's identity;

fail to deliver items purchased from you, unless the buyer fails to meet the posted terms, or you cannot authenticate the buyer's identity;

manipulate the price of any item or interfere with other users' listings;

circumvent or manipulate our fee structure, the billing process, or fees owed to eBay;

post false, inaccurate, misleading, defamatory, or libelous content (including personal information);

take any action that may undermine the Feedback or ratings systems (such as displaying, importing or exporting Feedback information off of the sites or using it for purposes unrelated to eBay);

transfer your eBay account (including Feedback) and user ID to another party without our consent;

distribute or post spam, unsolicited, or bulk electronic communications, chain letters, or pyramid schemes;

distribute viruses or any other technologies that may harm eBay, or the interests or property of eBay users;

export or re-export any eBay tools except in compliance with the export control laws of any relevant jurisdictions;

copy, modify, or distribute rights or content from the eBay sites, service, or tools or eBay's copyrights and trademarks; or

harvest or otherwise collect information about users, including email addresses, without their consent.

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### Abusing eBay

eBay and the Community work together to keep our sites and services working properly and the Community safe. Please report problems, offensive content, and policy violations to us.

eBay's Verified Rights Owner (VeRO) program works to ensure that listed items do not infringe upon the copyright, trademark, or other intellectual property rights of third parties. If you believe that your intellectual property



rights have been violated, please notify our VeRO team through our [Verified Rights Owner \(VeRO\) Program](#) and we will investigate.

Without limiting other remedies, we may limit, suspend, or terminate our service and user accounts, prohibit access to our sites and their content, services, and tools, delay or remove hosted content, and take technical and legal steps to keep users off the sites if we think that they are creating problems or possible legal liabilities, infringing the intellectual property rights of third parties, or acting inconsistently with the letter or spirit of our policies. We also reserve the right to cancel unconfirmed accounts or accounts that have been inactive for a long time, or to modify or discontinue eBay sites, services, or tools.

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## Buyer Protection

Buyers and sellers share the responsibility for making sure purchases facilitated by eBay are exciting, rewarding, and hassle-free. We strongly encourage buyers to work with sellers before opening a claim relating to a purchase. Buyers and sellers agree to follow the requirements of the eBay Buyer Protection Policy with respect to claims. eBay Buyer Protection covers only claims filed in accordance with the eBay Buyer Protection Policy, not claims filed with PayPal. We may suspend the eBay Buyer Protection Policy without notice if we suspect abuse or interference with the proper working of the program.

We require eBay sellers to comply with our resolution process. Sellers permit us to make a final decision, in our sole discretion, on any claim that a buyer files with eBay under the eBay Buyer Protection Policy. If we resolve a dispute in the buyer's favor, we will refund the buyer for the cost of the item and the original shipping, and we will require the seller to reimburse us for the refund. Without limiting the foregoing, sellers may not have to pay a reimbursement for an eBay claim if they provide the documentation (for example, delivery confirmation or proof that the item was as described) indicated in the [eBay Buyer Protection Policy](#).

Sellers must have a reimbursement method on file with eBay.

For transactions paid with PayPal, sellers agree to allow us to remove funds from their PayPal accounts to reimburse buyers. Sellers may change this reimbursement method by [contacting eBay](#).

When there are insufficient funds in PayPal accounts, transactions are not paid with PayPal, or when PayPal is not the reimbursement method of a seller, we will require another reimbursement method.

For future claims where the seller is found at fault, we will notify the seller and continue to charge the sellers preferred method for any reimbursements

made under the eBay Buyer Protection Policy. Changing a reimbursement method will not affect eBay's use of a payment method on file for other purposes (such as payment of your eBay fees). If sellers do not provide eBay with a valid reimbursement method, we may collect amounts owed using other collection mechanisms, including retaining collection agencies. We may also suspend or restrict sellers from trading on our sites until payment is made.

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## Fees and Services

Joining eBay and bidding on listed items is free. We do charge fees for using other services, such as listing items. When you list an item or use a service that has a fee, you have an opportunity to review and accept the fees that you will be charged based on our [Fees schedule](#), which we may change from time to time. Changes to that schedule are effective after we provide you with at least 14 days' notice by posting the changes on the eBay site. We may choose to temporarily change the fees for our services for promotional events (for example, free listing days) or new services, and such changes are effective when we post the temporary promotional event or new service on the sites.

Unless otherwise stated, all fees are quoted in U.S. Dollars. You are responsible for paying all fees and applicable taxes associated with our sites and services in a timely manner with a valid payment method. If your payment method fails or your account is past due, we may collect fees owed using other collection mechanisms. (This includes charging other payment methods on file with us, retaining collection agencies and legal counsel, and for accounts over 180 days past due, deducting the amount owed from your PayPal account balance.)

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## Content

When you give us content, you grant us a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sublicensable (through multiple tiers) right to exercise any and all copyright, trademark, publicity, and database rights (but no other rights) you have in the content, in any media known now or in the future.

For the convenience of sellers, we may offer catalogs of stock images, descriptions, and product specifications that are provided by third parties (including eBay users). You may use catalog content solely in connection with your eBay listings during the time your listings are on eBay's sites.

While we try to offer reliable data, we cannot promise that the catalogs will

always be accurate and up-to-date, and you agree not to hold our catalog content providers or us responsible for inaccuracies in catalogs. If you choose to include catalog content in your listings, you continue to be fully responsible for your listings and for ensuring that your listings are accurate, do not include misleading information, and comply with this User Agreement and all eBay policies. The catalogs may include copyrighted, trademarked, or other proprietary materials. You agree not to remove any copyright, proprietary, or identification markings included with the catalogs or create any derivative works based on catalog content (other than by including them in your listings).

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### Limitation of Liability

You will not hold eBay responsible for other users' content, actions, or inactions, items they list or their destruction of allegedly fake items. You acknowledge that we are not a traditional auctioneer. Instead, our sites are venues to allow anyone to offer, sell, and buy just about anything, at anytime, from anywhere, in a variety of pricing formats and locations, such as Stores, fixed price formats, and auction-style formats. We are not involved in the actual transaction between buyers and sellers. While we may help facilitate the resolution of disputes through various programs, we have no control over and do not guarantee the quality, safety, or legality of items advertised, the truth or accuracy of users' content or listings, the ability of sellers to sell items, the ability of buyers to pay for items, or that a buyer or seller will actually complete a transaction or return an item. For certain categories, particularly Motors and Real Estate, a bid or offer initiates a non-binding transaction representing a buyer's serious expression of interest in buying the seller's item.

We do not transfer legal ownership of items from the seller to the buyer, and nothing in this agreement shall modify the governing provisions of California Commercial Code § 2401(2) and Uniform Commercial Code § 2-401(2), unless the buyer and the seller agree otherwise. Further, we cannot guarantee continuous or secure access to our sites, services, or tools, and operation of our sites, services, or tools may be interfered with by numerous factors outside of our control. Accordingly, to the extent legally permitted, we exclude all implied warranties, terms and conditions. We are not liable for any loss of money, goodwill or reputation, or any special, indirect or consequential damages arising, directly or indirectly, out of your use of or your inability to use our sites, services, and tools.

Some jurisdictions do not allow the disclaimer of warranties or exclusion of damages, so such disclaimers and exclusions may not apply to you.

Regardless of the previous paragraphs, if we are found to be liable, our liability to you or to any third party is limited to the greater of (a) the total fees (under eBay Fees and Services) you paid to us in the 12 months prior to the action giving rise to the liability, and (b) \$100.

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## Release

If you have a dispute with one or more users, you release us (and our officers, directors, agents, subsidiaries, joint ventures, and employees) from claims, demands, and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such disputes. If you are a California resident, you waive California Civil Code §1542, which says: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

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## Access and Interference

The sites contain robot exclusion headers. Much of the information on the sites is updated on a real-time basis and is proprietary or is licensed to eBay by our users or third parties. You agree that you will not use any robot, spider, scraper, or other automated means to access the sites for any purpose without our express handwritten permission.

Additionally, you agree that you will not:

- take any action that imposes or may impose (in our sole discretion) an unreasonable or disproportionately large load on our infrastructure;
- copy, reproduce, modify, create derivative works from, distribute, or publicly display any content (except for your information) from the sites without the prior express written permission of eBay and the appropriate third party, as applicable;
- interfere or attempt to interfere with the proper working of the sites, services, or tools, or any activities conducted on or with the sites, services, or tools; or
- bypass our robot exclusion headers or other measures we may use to prevent or restrict access to the sites.

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## Privacy

We do not sell or rent your personal information to third parties for their marketing purposes without your explicit consent. We use your information only as described in the [eBay Privacy Policy](#). We view protection of users' privacy as a very important community principle. We store and process your information on computers located in the United States that are protected by physical as well as technological security devices. You can access and modify the information you provide us and choose not to receive certain communications by signing in to your account. We use third parties to verify and certify our privacy principles. For a complete description of how we use and protect your personal information, see the [eBay Privacy Policy](#). If you object to your information being transferred or used in this way please do not use our services.

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## Indemnity

You will indemnify and hold us (and our officers, directors, agents, subsidiaries, joint ventures, and employees) harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your breach of this Agreement, or your violation of any law or the rights of a third party.

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## No Agency

No agency, partnership, joint venture, employee-employer, or franchiser-franchisee relationship is intended or created by this Agreement.

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## Notices

Except as explicitly stated otherwise, legal notices shall be served on eBay's national registered agent (in the case of eBay) or to the email address you provide to eBay during the registration process (in your case). Notice shall be deemed given 24 hours after email is sent, unless the sending party is notified that the email address is invalid. Alternatively, we may give you legal notice by mail to the address provided during the registration process. In such case, notice shall be deemed given three days after the date of mailing.

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## Resolution of Disputes

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If a dispute arises between you and eBay, our goal is to provide you with a neutral and cost effective means of resolving the dispute quickly. Accordingly, you and eBay agree that we will resolve any claim or controversy at law or equity that arises out of this Agreement or our services (a "Claim") in accordance with one of the subsections below or as we and you otherwise agree in writing. Before resorting to these alternatives, we strongly encourage you to first contact us directly to seek a resolution by going to the [Contacting Customer Support](#) help page. We will consider reasonable requests to resolve the dispute through alternative dispute resolution procedures, such as mediation or arbitration, as alternatives to litigation.

**Law and Forum for Disputes** - This Agreement shall be governed in all respects by the laws of the State of California as they apply to agreements entered into and to be performed entirely within California between California residents, without regard to conflict of law provisions. You agree that any claim or dispute you may have against eBay must be resolved exclusively by a state or federal court located in Santa Clara County, California, except as otherwise agreed by the parties or as described in the Arbitration Option paragraph below. You agree to submit to the personal jurisdiction of the courts located within Santa Clara County, California for the purpose of litigating all such claims or disputes.

**Arbitration Option** - For any claim (excluding claims for injunctive or other equitable relief) where the total amount of the award sought is less than \$10,000, the party requesting relief may elect to resolve the dispute in a cost effective manner through binding non-appearance-based arbitration. In the event a party elects arbitration, they shall initiate such arbitration through an established alternative dispute resolution ("ADR") provider mutually agreed upon by the parties. The ADR provider and the parties must comply with the following rules: (a) the arbitration shall be conducted by telephone, online and/or be solely based on written submissions, the specific manner shall be chosen by the party initiating the arbitration; (b) the arbitration shall not involve any personal appearance by the parties or witnesses unless otherwise mutually agreed by the parties; and (c) any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

**Improperly Filed Claims** - All claims you bring against eBay must be resolved in accordance with this Resolution of Disputes Section. All claims filed or brought contrary to the Resolution of Disputes Section shall be considered improperly filed. Should you file a claim contrary to the Resolution of Disputes Section, eBay may recover attorneys' fees and costs up to \$1000, provided that eBay has notified you in writing of the improperly filed claim, and you have failed to promptly withdraw the claim.

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## Additional Terms

The following policies, including all policies referenced in them, are part of this Agreement and provide additional terms and conditions related to specific services offered on our sites:

**Outage policy** - <http://pages.ebay.com/help/policies/everyone-outage.html>

**Prohibited and restricted items policy** -  
<http://pages.ebay.com/help/policies/items-ov.html>

**Discussion Boards usage policy** -  
<http://pages.ebay.com/help/policies/everyone-boards.html>

**Listing policy** - <http://pages.ebay.com/help/policies/listing-ov.html>

**Investigations**- <http://pages.ebay.com/help/buy/report-trading.html>

**Real Estate policy** - <http://pages.ebay.com/help/policies/real-estate.html>

**Community content policy** (covers Reviews, Guides, Blog Entries, Wiki Articles and Member-Created Product Descriptions) -

<http://pages.ebay.com/help/policies/member-created-content-ov.html>

**eBay Groups guidelines** - <http://pages.ebay.com/help/policies/group-guidelines.html>

**Rules about intellectual property** -  
<http://pages.ebay.com/help/policies/intellectual-property-ov.html>

**eBay Buyer Protection Policy** -  
<http://pages.ebay.com/help/policies/buyer-protection.html>

Each of these policies may be changed from time to time. Changes take effect when we post them on the eBay site. When using particular services on our sites, you are subject to any posted policies or rules applicable to services you use through the sites, which may be posted from time to time. All such policies or rules are hereby incorporated into this User Agreement.

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## General

eBay Inc. is located at 2145 Hamilton Ave., San Jose, CA 95125. Europe S.à r.l. is located at 22-24 Boulevard Royal, L-2449 Luxembourg. eBay International AG is located at Helvetiastrasse 15/17, 3005, Bern, Switzerland. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced. In our sole discretion, we may assign this Agreement in accordance with the Notices Section. Headings are for reference purposes only and do not limit

the scope or extent of such section. Our failure to act with respect to a breach by you or others doesn't waive our right to act with respect to subsequent or similar breaches. We do not guarantee we will take action against all breaches of this Agreement.

We may amend this Agreement at any time by posting the amended terms on this site. Except as stated elsewhere, all amended terms shall automatically be effective 30 days after they are initially posted. Additionally, we will notify you through the eBay Message Center. This Agreement may not be otherwise amended except in a writing hand signed by you and us. For purposes of this provision, a "writing" doesn't include an email message and a signature doesn't include an electronic signature.

This Agreement sets forth the entire understanding and agreement between us with respect to the subject matter hereof. The following Sections survive any termination of this Agreement: Fees and Services (with respect to fees owed for our services), Release, Content, Liability, Indemnity and Resolution of Disputes.

In accordance with Cal. Civ. Code §1789.3, you may report complaints to the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by contacting them in writing at 400 R Street, Sacramento, CA 95814, or by telephone at (800) 952-5210.

### Was this page helpful?

☐ Yes ☐ No

How can we improve this page? (optional)

700 characters left

Submit Comment



# EXHIBIT 2

## Help

### Browse help

[Searching & researching](#)[Bidding & buying](#)[Selling & seller fees](#)[Payment & shipping](#)[Feedback](#)[Membership & account](#)[eBay glossary](#)[eBay acronyms](#)[A-Z index](#)

### Search the help pages

(Does not search for items or products)

Example: 'payment methods'

[Search](#)[Tips](#)

## Your User Agreement

Last Updated: August 21, 2012

The following describes the terms on which eBay offers you access to our sites, services, and tools (including, but not limited to, applications).

### Introduction

Welcome to eBay. By using eBay (including eBay.com and its related sites, services and tools), you agree to the following terms with eBay Inc. and the general principles for the websites of our subsidiaries and international affiliates. If you reside outside of the United States, you are contracting with one of our international eBay companies: In countries within the European Union, your contract is with eBay Europe S.à r.l.; in India, your contract is with eBay India Private Limited; in all other countries, your contract is with eBay International AG.

This Agreement is effective on October 10, 2012, for current users, and upon acceptance for new users. You accept this User Agreement by clicking the **Submit** button when registering an eBay account; accessing or using eBay's sites, services, and tools; or as otherwise indicated on a specific site, service, or tool. The previous amendment to this User Agreement was effective for all users on September 7, 2010.

**Please be advised: This User Agreement contains provisions that govern how claims you and we have against each other are resolved (see Limitation of Liability and Legal Disputes Sections below). It also contains an Agreement to Arbitrate, which will, with limited exception, require you to submit claims you have against us to binding and final arbitration, unless you opt-out of the Agreement to Arbitrate (see Legal Disputes, Section B ("Agreement to Arbitrate")). Unless you opt-out: (1) you will only be permitted to pursue claims against eBay on an individual basis, not as part of any class or representative action or proceeding and (2) you will only be permitted to seek relief (including monetary, injunctive, and declaratory relief) on an individual basis.**

### Scope

Before you may become a member of eBay, you must read and accept all of the terms in, and linked to, this User Agreement and the eBay Privacy Policy. We strongly recommend that, as you read this User Agreement, you also access and read the linked information. By accepting this User Agreement, you agree that this User Agreement and Privacy Policy will apply whenever you use eBay sites or services, or when you use the tools that are made available to interact with eBay sites and services. Some eBay sites, services, and tools may have additional or other terms, agreements, or policies that govern their availability and use. Your use of and access to such sites, services, and tools are subject to any and all terms, agreements, or policies applicable to them.

### Using eBay

While using eBay sites, services and tools, you will not:

- post content or items in inappropriate categories or areas on our sites and services;
- violate any laws, third party rights or our policies;
- use our sites, services or tools if you are not able to form legally binding contracts or are temporarily or indefinitely suspended from using our sites, services, or tools;
- fail to deliver payment for items purchased by you, unless the seller has materially changed the item's description after you bid, a clear typographical error is made, or you cannot reach the seller;
- fail to deliver items purchased from you, unless the buyer fails to meet the posted terms, or you cannot reach the buyer;
- manipulate the price of any item or interfere with other users' listings;
- circumvent or manipulate our fee structure, the billing process, or fees owed to eBay;

### Contact us

Have a question? We can help.

[Contact us](#)

### Ask eBay members

Get help from other eBay members. Visit the [Answer Center](#) to post a question.

### Related help topics

[eBay Privacy Policy](#)[Previous User Agreement](#)

post false, inaccurate, misleading, defamatory, or libelous content;

take any action that may undermine the feedback or ratings systems (such as displaying, importing or exporting feedback information off of the sites or using it for purposes unrelated to eBay);

circumvent any eBay policy or determinations about your account status such as temporary or indefinite suspensions or other account holds, limitations or restrictions;

transfer your eBay account (including Feedback) and user ID to another party without our consent;

distribute or post spam, unsolicited or bulk electronic communications, chain letters, or pyramid schemes;

distribute viruses or any other technologies that may harm eBay, or the interests or property of eBay users;

export or re-export any eBay tools except in compliance with the export control laws of any relevant jurisdictions and in accordance with posted rules and restrictions;

copy, modify, or distribute rights or content from the eBay sites, services, or tools or eBay's copyrights and trademarks; or

harvest or otherwise collect information about users, including email addresses, without their consent.

### Abusing eBay

eBay and its community of users (the "Community") work together to keep our sites, services, and tools working properly and the Community safe. Please report problems, offensive content, and policy violations to us.

eBay's Verified Rights Owner (VeRO) program works to ensure that listed items do not infringe upon the copyright, trademark, or other intellectual property rights of third parties. If you believe that your intellectual property rights have been violated, please notify our VeRO team through our [Verified Rights Owner \(VeRO\) Program](#) and we will investigate.

Without limiting other remedies, we may, in our sole discretion, limit, suspend, or terminate our services and user accounts, prohibit access to our sites, services, and tools, and their content, delay or remove hosted content, and take technical and legal steps to keep users from using our sites, services, or tools, if we think that they are creating problems or possible legal liabilities, infringing the intellectual property rights of third parties, or acting inconsistently with the letter or spirit of our policies (for example, and without limitation, shill bidding, conducting off-eBay transactions, manipulating Feedback, circumventing temporary or permanent suspensions or harassing our employees or other users). We also reserve the right to cancel unconfirmed accounts or accounts that have been inactive for a long time, or to modify or discontinue eBay sites, services, or tools.

### Buyer Protection

Buyers and sellers share the responsibility for making sure purchases made on eBay are exciting, rewarding and hassle-free. We strongly encourage buyers to work with sellers before opening a claim relating to a purchase. Buyers and sellers agree to follow the requirements of the eBay Buyer Protection Policy with respect to claims made under eBay's Buyer Protection Policy. eBay Buyer Protection covers only claims filed in accordance with the eBay Buyer Protection Policy, not claims filed with PayPal. eBay Buyer Protection will not cover claims for which the buyer has initiated another form of resolution processing, including credit card chargebacks (if the buyer paid by credit card) or PayPal Buyer Protection claims (if the buyer paid by PayPal). We may suspend the eBay Buyer Protection Policy without notice if we suspect abuse or interference with the proper working of the program.

We require eBay sellers to comply with our Buyer Protection resolution process. Buyers and sellers permit us to make a final decision, in our sole discretion, on any claim that a buyer files with eBay under the eBay Buyer Protection Policy. If we resolve a dispute in the buyer's favor, we will refund the buyer up to the full cost of the item (including any applicable sales taxes) and the original shipping, and we will require the seller to reimburse us for the amount due to the buyer. Without limiting the foregoing, sellers may not have to reimburse us for an eBay Buyer Protection claim if they provide the documentation (for example, delivery confirmation or proof that the item was as described) indicated in the [eBay Buyer Protection Policy](#). In addition:

Sellers must have a reimbursement method on file with eBay.

Sellers agree to allow us to remove funds from their PayPal accounts for amounts due to buyers. Sellers may change this reimbursement method by [contacting eBay](#). However, we reserve the right to continue using seller PayPal accounts for eBay Buyer Protection cases associated with eBay

transactions paid for before the change.

Where there are insufficient funds in PayPal accounts or where PayPal is not the reimbursement method of a seller, we will require another reimbursement method.

Sellers agree to allow us to charge the payment method they designate for amounts due buyers.

Changing a reimbursement method will not affect eBay's use of a payment method on file for other purposes (such as payment of your eBay fees). If sellers do not provide eBay with a valid reimbursement method, we may collect amounts owed using other collection mechanisms, including retaining collection agencies. We may also suspend or restrict sellers from buying or selling on our sites and using our services and tools until payment is made.

**Correcting Mistakes in Payments to Buyers or Sellers.** We reserve the right to fix any processing errors we discover. We will correct any processing errors by debiting or crediting the payment method used for the eBay Buyer Protection refund or reimbursement.

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## Holds

To protect against the risk of liability, eBay has at times requested, and may continue to request, that PayPal hold seller funds based on certain factors, including, but not limited to, selling history, seller performance, riskiness of the listing category, or the filing of an eBay Buyer Protection claim. PayPal has held, and will continue to hold, seller funds pursuant to the terms of the PayPal User Agreement, PayPal policies and any other agreement entered into between PayPal and its users.

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## Cross-Border Trade

Many of our sites, services, and tools are accessible to international sellers and buyers. We may offer certain programs, tools, and site experiences of particular interest to international sellers and buyers, such as estimated local currency conversion and international shipping calculation tools.

Some eBay members may reside outside of the United States and some may not speak English as a primary language. To assist users who speak different languages, we may translate listings and other eBay content, in whole or in part, into other languages. If you are a seller, you may be able to opt out of our automated translation of your listings by, depending on the site, service, or tool involved, using the functionality built into such site, service, or tool. We also may provide you with access to third party tool(s) so you can request an on-demand translation of certain content on our sites, such as parts of a listing or a message from an eBay user. If you request an on-demand translation from a third party tool, the accuracy or availability of the resulting translation is not guaranteed and will be your sole responsibility. In the event that any on-demand translation of a listing, message or other content conflicts with the meaning of the original text, then the original text will control as the official version of the listing, message or other content, as applicable.

In some cases, you may be able to sell your items internationally by listing items for sale directly on one or more of eBay's international sites. Using various tools, services, and experiences, we may display your listing on an eBay site other than the eBay site where you listed your item for sale, including those situations where you choose to list items with an international shipping option (such as worldwide shipping). However, you may restrict international buyers from purchasing your items if you explicitly exclude international shipping locations from your listings by creating and applying an exclusion list to your listings. If your item is sold to a buyer on an eBay site other than your eBay site of registration, you agree to be subject to that other site's policies and the terms and conditions in eBay's [International Selling Agreement](#). You are responsible for complying with all laws and regulations applicable to the sale and shipment of items to international buyers.

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## Fees and Services

Joining eBay and bidding on listed items is free. We do charge fees for using other services, such as listing items. The fees we charge for using our services are listed on our [Fees schedule](#), which we may change from time to time.

Changes to that schedule are effective after we provide you with at least fourteen days' notice by posting the changes on [www.ebay.com](#). We may choose to temporarily change the fees for our services for promotional events (for example, free listing days) or new services, and such changes are effective when we post the temporary promotional event or new service on the sites.

Unless otherwise stated, all fees are quoted in United States Dollars. You are responsible for paying all fees and applicable taxes associated with our sites,

services, and tools with a valid payment method by the [payment due date](#). If your payment method fails or your account is past due, we may collect fees owed using other collection mechanisms. (This includes charging other payment methods on file with us, retaining collection agencies and legal counsel, and for accounts over 180 days past due, deducting the amount owed from your PayPal account balance.) In addition, you will be subject to [late fees](#) and we may suspend or restrict you from using our sites, services, and tools until full payment is made. eBay, or the collection agencies we retain, may also report information about your account to credit bureaus, and as a result, late payments, missed payments, or other defaults on your account may be reflected in your credit report. If you wish to dispute the information eBay reported to a credit bureau (i.e., Experian, Equifax or TransUnion) please contact us at eBay Inc., C/O Global Collections, 2211 North First Street, San Jose, CA 95131. If you wish to dispute the information a collection agency reported to a credit bureau regarding your eBay account, you must contact the collection agency directly.

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### Authorization to Contact You; Recording Calls

You authorize eBay, its affiliates, agents, and independent contractors to contact you at any telephone number (including telephone numbers associated with mobile, cellular, wireless, or similar devices) you provide to us or from which you place a call to us, or any telephone number at which we reasonably believe we may reach you, using any means of communication, including, but not limited to, calls or text messages using an automatic telephone dialing system and/or prerecorded messages, even if you incur charges for receiving such communications.

You understand and agree that eBay may, without further notice or warning and in its discretion, monitor or record telephone conversations you or anyone acting on your behalf has with eBay or its agents for quality control and training purposes or for its own protection. You acknowledge and understand that, while your communications with eBay may be overheard, monitored, or recorded without further notice or warning, not all telephone lines or calls may be recorded by eBay, and eBay does not guarantee that recordings of any particular telephone calls will be retained or retrievable.

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### Content

When providing us with content or posting content on eBay's sites, you grant us a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sublicensable (through multiple tiers) right to exercise any and all copyright, trademark, publicity, and database rights you have in the content, in any media known now or in the future.

For the convenience of sellers, we may offer catalogs of stock images, descriptions and product specifications that are provided by third parties (including eBay users). You may use catalog content solely in connection with your eBay listings during the time your listings are on eBay's sites.

While we try to offer reliable data, we cannot promise that the catalogs will always be accurate and up-to-date, and you agree not to hold our catalog content providers or us responsible for inaccuracies in catalogs. If you choose to include catalog content in your listings, you continue to be fully responsible for your listings and for ensuring that your listings are accurate, do not include misleading information, and comply with this User Agreement and all eBay policies. The catalogs may include copyrighted, trademarked or other proprietary materials. You agree not to remove any copyright, proprietary or identification markings included with the catalogs or create any derivative works based on catalog content (other than by including them in your listings).

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### Notice for Claims of Intellectual Property Violations and Copyright Infringement Pursuant to Section 512(c) of Title 17 of the United States Code

We respond to notices of alleged copyright infringement as required by the United States Digital Millennium Copyright Act. [Learn how to submit a notice to eBay.](#)

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### Limitation of Liability

We try to keep eBay and its sites, services, and tools safe, secure, and functioning properly. You acknowledge that we cannot guarantee the continuous operation of or access to our sites, services, or tools. You further acknowledge that operation of and access to our sites, services, or

tools may be interfered with as a result of technical issues or numerous factors outside of our control. You agree that you are making use of our sites, services, and tools at your own risk, and that they are being provided to you on an "AS IS" and "AS AVAILABLE" basis. Accordingly, to the extent permitted by applicable law, we exclude all express or implied warranties, terms and conditions including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, and non-infringement. In addition, to the extent permitted by applicable law, we are not liable, and you agree not to hold eBay responsible, for any damages or losses (including, but not limited to, loss of money, goodwill or reputation, profits, or other intangible losses or any special, indirect, or consequential damages) resulting directly or indirectly from:

Your use of or your inability to use our sites, services and tools;

Delays or disruptions in our sites, services, or tools;

Viruses or other malicious software obtained by accessing our sites, services, or tools or any site, services, or tool linked to our sites, services, or tools;

Glitches, bugs, errors, or inaccuracies of any kind in our sites, services, and tools or in the information and graphics obtained from them;

The content, actions, or inactions of third parties, including items listed using our sites, services, or tools or the destruction of allegedly fake items;

A suspension or other action taken with respect to your account;

The duration or manner in which your listings appear in search results as set forth in the Listing Conditions Section below;

Your need to modify practices, content, or behavior or your loss of or inability to do business, as a result of changes to this User Agreement or our policies; eBay reserves the right to modify its policies and this User Agreement at any time consistent with the provisions outlined herein.

Some jurisdictions do not allow the disclaimer of warranties or exclusion of damages, so such disclaimers and exclusions may not apply to you.

You acknowledge that we are not a traditional auctioneer. Instead, our sites are venues to allow users to offer, sell, and buy just about anything, at any time, from anywhere, in a variety of pricing formats and locations, such as Stores, fixed price formats and auction-style formats. We are not involved in the actual transaction between buyers and sellers. While we may help facilitate the resolution of disputes through various programs, we have no control over and do not guarantee the existence, quality, safety, or legality of items advertised; the truth or accuracy of users' content or listings; the ability of sellers to sell items; the ability of buyers to pay for items; or that a buyer or seller will actually complete a transaction or return an item.

Regardless of the previous paragraphs, if we are found to be liable, our liability to you or to any third party is limited to the greater of (a) any amounts due under the eBay Buyer Protection Policy up to the price the item sold for on eBay (including any applicable sales tax) and its original shipping costs, (b) the amount of fees in dispute not to exceed the total fees, which you paid to us in the 12 months prior to the action giving rise to the liability, or (c) \$100.

## Release

If you have a dispute with one or more users, you release us (and our affiliates and subsidiaries, and our and their respective officers, directors, employees, and agents) from claims, demands, and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such disputes. **In entering into this release you expressly waive any protections (whether statutory or otherwise) that would otherwise limit the coverage of this release to include only those claims which you may know or suspect to exist in your favor at the time of agreeing to this release.**

## Access and Interference

eBay's sites contain robot exclusion headers. Information on our sites is subject to constant updates and changes. Much of the information on the sites is also proprietary or is licensed to eBay by our users or third parties. You agree that you will not use any robot, spider, scraper, or other automated means to access our sites for any purpose without our express handwritten permission.

Additionally, you agree that you will not:

take any action that imposes or may impose (to be determined in our sole discretion) an unreasonable or disproportionately large load on our infrastructure;

copy, reproduce, modify, create derivative works from, distribute, or publicly display any content (except for your information) from our sites, services, or tools without the prior express written permission of eBay and the appropriate third party, as applicable;

interfere or attempt to interfere with the proper working of our sites, services, or tools, or any activities conducted on or with our sites, services, or tools; or

bypass our robot exclusion headers or other measures we may use to prevent or restrict access to our sites.

### Listing Conditions

By listing an item on eBay's sites, you agree to pay eBay's fees, to assume full responsibility for the content of the listing and item offered, and to accept the following listing conditions: When you list an item on eBay's sites, your listing will be posted on eBay's sites and can be viewed in My eBay. Your listing may not be immediately searchable by keyword or category for several hours (or up to 24 hours in some circumstances), so eBay can't guarantee exact listing durations. eBay's [duplicate listing policy](#) may also affect whether your listing appears in search results. Where your listing appears in search and browse results may be based on certain factors including, but not limited to, listing format, title, bidding activity, end time, keywords, price and shipping cost, feedback, and detailed seller ratings. You can read more about where your listings appear in search and browse results in eBay's Help Pages.

### Purchase Conditions

You are responsible for reading the full item listing, including any instructions the seller provides, before making a bid or commitment to buy. Unless otherwise stated, by making a bid or commitment to buy an item on eBay, you are committing to buy the item from the seller listing the item. If you make a commitment to buy or your bid is the winning bid or is otherwise accepted, you enter into a legally binding contract with the seller and are obligated to purchase the item. For motor vehicles and real estate, a bid or offer initiates a non-binding transaction representing a buyer's serious expression of interest in buying the seller's item and does not create a formal contract between the buyer and the seller.

We do not transfer legal ownership of items from the seller to the buyer. Utah Code Annotated § 70A-2-401(2) and Uniform Commercial Code § 2-401(2) apply to the transfer of ownership between the buyer and the seller, unless the buyer and the seller agree otherwise.

### Privacy

We do not sell or rent your personal information to third parties for their marketing purposes without your explicit consent. We use your information only as described in the [eBay Privacy Policy](#). We view protection of users' privacy as a very important Community principle. We store and process your information on computers located in the United States that are protected by physical as well as technological security devices. You can access and modify the information you provide us and choose not to receive certain communications by signing in to your account. We use third parties to verify and certify our privacy principles. For a complete description of how we use and protect your personal information, see the [eBay Privacy Policy](#). If you object to your information being transferred or used in this way please do not use our services.

### Indemnity

You will indemnify and hold us (and our affiliates and subsidiaries, and our and their respective officers, directors, employees, and agents) harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your breach of this User Agreement, your improper use of eBay's sites, services, or tools, and/or your violation of any law or the rights of a third party.

### No Agency

No agency, partnership, joint venture, employee-employer, or franchiser-



franchisee relationship is intended or created by this User Agreement.

## Notices

Except as explicitly stated otherwise, legal notices shall be served on eBay's national registered agent (in the case of eBay) or to the email address you have designated on your account (in your case). Notice to you shall be deemed given 24 hours after the email is sent. Alternatively, we may give you legal notice by mail to the Registration Address associated with your account, as identified in your My eBay. In such case, notice shall be deemed given three days after the date of mailing.

## Legal Disputes

**You and eBay agree that any claim or dispute at law or equity that has arisen or may arise between us will be resolved in accordance with the provisions set forth in this Legal Disputes Section. Please read this Section carefully. It affects your rights and will have a substantial impact on how claims you and we have against each other are resolved.**

### A. Applicable Law

You agree that the laws of the State of Utah, without regard to principles of conflict of laws, will govern this User Agreement and any claim or dispute that has arisen or may arise between you and eBay, except as otherwise stated in this User Agreement.

### B. Agreement to Arbitrate

**You and eBay each agree that any and all disputes or claims that have arisen or may arise between you and eBay shall be resolved exclusively through final and binding arbitration, rather than in court, except that you may assert claims in small claims court, if your claims qualify.** The Federal Arbitration Act governs the interpretation and enforcement of this Agreement to Arbitrate.

#### 1. Prohibition of Class and Representative Actions and Non-Individualized Relief

**YOU AND EBAY AGREE THAT EACH OF US MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT AS PART OF ANY PURPORTED CLASS OR REPRESENTATIVE ACTION OR PROCEEDING. UNLESS BOTH YOU AND EBAY AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN MORE THAN ONE PERSON'S OR PARTY'S CLAIMS, AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CONSOLIDATED, REPRESENTATIVE, OR CLASS PROCEEDING. ALSO, THE ARBITRATOR MAY AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF NECESSITATED BY THAT PARTY'S INDIVIDUAL CLAIM(S). ANY RELIEF AWARDED CANNOT AFFECT OTHER EBAY USERS.**

#### 2. Arbitration Procedures

Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, and court review of an arbitration award is very limited. However, an arbitrator can award the same damages and relief on an individual basis that a court can award to an individual. An arbitrator also must follow the terms of this User Agreement as a court would.

The arbitration will be conducted by the American Arbitration Association ("AAA") under its rules and procedures, including the AAA's Supplementary Procedures for Consumer-Related Disputes (as applicable), as modified by this Agreement to Arbitrate. The AAA's rules are available at [www.adr.org](http://www.adr.org). A form for initiating arbitration proceedings is available on the AAA's website at <http://www.adr.org>.

The arbitration shall be held in the county in which you reside or at another mutually agreed location. If the value of the relief sought is \$10,000 or less, you or eBay may elect to have the arbitration conducted by telephone or based solely on written submissions, which election shall be binding on you and eBay subject to the arbitrator's discretion to require an in-person hearing, if the circumstances warrant. Attendance at an in-person hearing may be made by telephone by you and/or eBay, unless the arbitrator requires



otherwise.

The arbitrator will decide the substance of all claims in accordance with the laws of the State of Utah, including recognized principles of equity, and will honor all claims of privilege recognized by law. The arbitrator shall not be bound by rulings in prior arbitrations involving different eBay users, but is bound by rulings in prior arbitrations involving the same eBay user to the extent required by applicable law. The arbitrator's award shall be final and binding and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

### 3. Costs of Arbitration

Payment of all filing, administration and arbitrator fees will be governed by the AAA's rules, unless otherwise stated in this Agreement to Arbitrate. If the value of the relief sought is \$10,000 or less, at your request, eBay will pay all filing, administration, and arbitrator fees associated with the arbitration. Any request for payment of fees by eBay should be submitted by mail to the AAA along with your Demand for Arbitration and eBay will make arrangements to pay all necessary fees directly to the AAA. If the value of the relief sought is more than \$10,000 and you are able to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, eBay will pay as much of the filing, administration, and arbitrator fees as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive. In the event the arbitrator determines the claim(s) you assert in the arbitration to be frivolous, you agree to reimburse eBay for all fees associated with the arbitration paid by eBay on your behalf, which you otherwise would be obligated to pay under the AAA's rules.

### 4. Severability

With the exception of any of the provisions in Section 1 of this Agreement to Arbitrate ("Prohibition of Class and Representative Actions and Non-Individualized Relief"), if a court decides that any part of this Agreement to Arbitrate is invalid or unenforceable, the other parts of this Agreement to Arbitrate shall still apply. If a court decides that any of the provisions in Section 1 of this Agreement to Arbitrate ("Prohibition of Class and Representative Actions and Non-Individualized Relief") is invalid or unenforceable, then the entirety of this Agreement to Arbitrate shall be null and void. The remainder of the User Agreement and its Legal Disputes Section will continue to apply.

### 5. Opt-Out Procedure

**You can choose to reject this Agreement to Arbitrate ("opt-out") by mailing us a written opt-out notice ("Opt-Out Notice"). For new eBay users, the Opt-Out Notice must be postmarked no later than 30 days after the date you accept the User Agreement for the first time. If you are already a current eBay user and previously accepted the User Agreement prior to the introduction of this Agreement to Arbitrate, the Opt-Out Notice must be postmarked no later than November 9, 2012. You must mail the Opt-Out Notice to eBay Inc., c/o National Registered Agents, Inc., 2778 W. Shady Bend Lane, Lehi, UT 84043.**

The Opt-Out Notice must state that you do not agree to this Agreement to Arbitrate and must include your name, address, and the user ID(s) and email address(es) associated with the eBay account(s) to which the opt-out applies. You must sign the Opt-Out Notice for it to be effective. This procedure is the only way you can opt-out of the Agreement to Arbitrate. If you opt-out of the Agreement to Arbitrate, all other parts of the User Agreement and its Legal Disputes Section will continue to apply to you. Opting out of this Agreement to Arbitrate has no effect on any previous, other, or future arbitration agreements that you may have with us.

### 6. Future Changes to the Agreement to Arbitrate

Notwithstanding any provision in the User Agreement to the contrary, you and we agree that if we make any change to this Agreement to Arbitrate (other than a change to any notice address or website link provided herein) in the future, that change shall not apply to any claim of which you provided eBay with written notice prior to the effective date of the change. Moreover, if we seek to terminate the Agreement to Arbitrate as included in the User Agreement, any such termination shall not be effective until 30 days after the version of the User Agreement not containing the Agreement to Arbitrate is posted to <http://www.ebay.com>, and shall not be effective as to any claim of which you provided eBay with written notice prior to the date of termination.

### C. Judicial Forum for Legal Disputes

Unless you and we agree otherwise, in the event that the Agreement to

Arbitrate above is found not to apply to you or to a particular claim or dispute, either as a result of your decision to opt-out of the Agreement to Arbitrate or a court order, you agree that any claim or dispute that has arisen or may arise between you and eBay must be resolved exclusively by a state or federal court located in Salt Lake County, Utah. You and eBay agree to submit to the personal jurisdiction of the courts located within Salt Lake County, Utah for the purpose of litigating all such claims or disputes.

### Additional Terms

You agree to abide by all policies posted on our sites. Such policies (including, but not limited to the following) are part of this User Agreement and provide additional terms and conditions related to specific services offered on our sites:

**Outage Policy** - <http://pages.ebay.com/help/policies/everyone-outage.html>

**Prohibited and Restricted Items** - <http://pages.ebay.com/help/policies/items-ov.html>

**Discussion Boards Usage Policy** - <http://pages.ebay.com/help/policies/everyone-boards.html>

**Rules for Listings** - <http://pages.ebay.com/help/policies/listing-ov.html>

**How to Report Inappropriate Buying and Selling** - <http://pages.ebay.com/help/buy/report-trading.html>

**Real Estate Policy** - <http://pages.ebay.com/help/policies/real-estate.html>

**Community Content Policy** (covers Reviews, Guides, Blog Entries, Wiki Articles and Member-Created Product Descriptions) - <http://pages.ebay.com/help/policies/member-created-content-ov.html>

**eBay Groups Guidelines** - <http://pages.ebay.com/help/policies/group-guidelines.html>

**Rules about Intellectual Property** - <http://pages.ebay.com/help/policies/intellectual-property-ov.html>

**eBay Buyer Protection Policy** - <http://pages.ebay.com/help/policies/buyer-protection.html>

**Half. com Polices** - <http://pages.half.ebay.com/help/policy/index.html>

**Fees for Selling on eBay** - <http://pages.ebay.com/help/sell/fees.html>

The policies posted on our sites may be changed from time to time. Changes take effect when we post them on the eBay sites. When using particular eBay services or tools, you are subject to any posted policies or rules applicable to services or tools you use, which may be posted from time to time. All such policies or rules are hereby incorporated into this User Agreement.

### General

eBay Inc. is located at 2145 Hamilton Ave., San Jose, CA 95125. eBay Inc.'s North American Customer Service Operations Center is located at 173 West Election Road, Draper, UT 84020. eBay Europe S.à r.l. is located at 22-24 Boulevard Royal, L-2449 Luxembourg. eBay International AG is located at Helvetiastrasse 15/17, 3005, Bern, Switzerland. eBay India Private Limited is located at 14th Floor, North Block, R-Tech Park, Western Express Highway, Goregaon (East), Mumbai 400063, Maharashtra (India). Unless stated otherwise in this User Agreement, if any of the provisions in this User Agreement shall be deemed invalid, void, or for any reason unenforceable, such provisions shall be deemed severable and shall not affect the validity and enforceability of any remaining provision. In our sole discretion, we may assign this User Agreement, by providing notice of such assignment in accordance with the Notices Section. Headings are for reference purposes only and do not limit the scope or extent of such Section. Our failure to act with respect to a breach by you or others does not waive our right to act with respect to subsequent or similar breaches. We do not guarantee we will take action against all breaches of this User Agreement.

We may amend this User Agreement at any time by posting the amended terms on [www.ebay.com](http://www.ebay.com). Our right to amend the User Agreement includes the right to modify, add to, or remove terms in the User Agreement. Except as stated otherwise in this User Agreement or elsewhere, all amended terms shall automatically be effective 30 days after they are initially posted. Additionally, we will notify you through the eBay Message Center. This User Agreement may not be otherwise amended except in a writing hand signed by you and us. For purposes of this provision, a "writing" does not include an email message and a signature does not include an electronic signature.

This User Agreement (including incorporated policies and rules) sets forth the entire understanding and agreement between us with respect to the subject

matter hereof. The following Sections survive any termination of this User Agreement: Fees and Services, Release, Content, Limitation of Liability, Indemnity and Legal Disputes.

If you are a California resident, in accordance with Cal. Civ. Code §1789.3, you may report complaints to the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by contacting them in writing at 400 R Street, Sacramento, CA 95814, or by telephone at (800) 952-5210.

#### Was this page helpful?

☐ Yes ☐ No

How can we improve this page? (optional)

700 characters left

[Advanced+Search](#)

# EXHIBIT 3

[Home](#) > [Help](#) > eBay User Agreement

## Help

### Browse help

[Searching & researching](#)[Bidding & buying](#)[Selling & seller fees](#)[Payment & shipping](#)[Feedback](#)[Membership & account](#)[eBay glossary](#)[eBay acronyms](#)[A-Z index](#)

### Search the help pages

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### eBay User Agreement

Revised on August 12, 2014 and effective immediately for new users (or users who accept it through electronic click-through prior to September 15, 2014). For all other users, effective September 15, 2014. See [previous User Agreement](#).

#### In this article

[Introduction](#)[About eBay](#)[Using eBay](#)[Policy Enforcement](#)[Fees](#)[Listing Conditions](#)[Purchase Conditions](#)[International Buying and Selling; Translation](#)[Content](#)[Notice for Claims of Intellectual Property Violations and Copyright Infringement Pursuant to Section 512\(c\) of Title 17 of the United States Code](#)[Holds](#)[Authorization to Contact You; Recording Calls](#)[Additional Terms](#)[Returns](#)[Global Shipping Program](#)[eBay Money Back Guarantee](#)[Disclaimer of Warranties; Limitation of Liability](#)[Release](#)[Indemnity](#)[Legal Disputes](#)[General](#)

### Contact us

Have a question? We can help.

[Contact us](#)

### Ask eBay members

Get help from other eBay members. Visit the [Answer Center](#) to post a question.

### Related help topics

[User Privacy Notice](#)

### Introduction

This User Agreement, the [User Privacy Notice](#), the [Mobile Devices Terms](#) and all policies posted on our sites set out the terms on which eBay offers you access to and use of our sites, services, applications and tools (collectively "Services"). You can find an overview of our policies [here](#). All policies, the Mobile Devices Terms, and the User Privacy Notice are incorporated into this User Agreement. You agree to comply with all the above when accessing or using our Services.

The entity you are contracting with is eBay Inc., 2145 Hamilton Ave., San Jose, CA 95125 if you reside in the United States. It is eBay Europe S.à r.l., 22-24 Boulevard Royal, L-2449 Luxembourg if you reside in the European Union; eBay India Private Limited, 14th Floor, North Block, R-Tech Park, Western Express Highway, Goregaon (East), Mumbai 400063, Maharashtra if you reside in India; and eBay International AG, Helvetiastrasse 15/17, 3005, Bern, Switzerland if you reside in any other country.

Please be advised that this User Agreement contains provisions that govern how claims you and we have against each other are resolved (see [Disclaimer of Warranties; Limitation of Liability and Legal Disputes](#) provisions below). It also contains an [Agreement to Arbitrate](#), which will, with limited exception, require you to submit claims you have against us to binding and final arbitration, unless you opt-out of the [Agreement to Arbitrate](#) (see [Legal Disputes, Section B](#) ("Agreement to Arbitrate")). Unless you opt-out: (1) you will only be permitted to pursue claims against us on an individual basis, not as a plaintiff or class member in any class or representative action or proceeding and (2) you will only be permitted to seek relief (including monetary, injunctive, and declaratory relief) on an individual basis.

### About eBay

eBay is a marketplace that allows users to offer, sell and buy just about anything in a variety of pricing formats and locations. The actual contract for sale is directly between the sellers and buyers. eBay is not a traditional auctioneer.

While we may provide pricing, shipping, listing, and other guidance in our Services, such guidance is solely informational and you may decide to follow it or not. Also, while we may help facilitate the resolution of disputes through various programs, eBay has no control over and does not guarantee the existence, quality, safety or legality of items advertised; the truth or accuracy of users' content or listings; the ability of sellers to sell items; the ability of buyers to pay for items; or that a buyer or seller will actually complete a transaction or return an item.

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### Using eBay

In connection with using or accessing the Services you will not:

- post, list or upload content or items in inappropriate categories or areas on our sites;
- breach or circumvent any laws, third party rights or our systems, policies, or determinations of your account status;
- use our Services if you are not able to form legally binding contracts (for example if you are under 18), or are temporarily or indefinitely suspended from using our sites, services, applications or tools;
- fail to pay for items purchased by you, unless you have a valid reason as set out in an eBay policy, for example, the seller has materially changed the item's description after you bid, a clear typographical error is made, or you cannot contact the seller (see our [Unpaid item policy](#));
- fail to deliver items sold by you, unless you have a valid reason as set out in an eBay policy, for example, the buyer fails to follow the posted terms or you cannot contact the buyer;
- manipulate the price of any item or interfere with any other user's listings;
- post false, inaccurate, misleading, defamatory, or libelous content;
- take any action that may undermine the feedback or ratings systems (see [about our Feedback policies](#));
- transfer your eBay account (including Feedback) and user ID to another party without our consent;
- distribute or post spam, unsolicited or bulk electronic communications, chain letters, or pyramid schemes;
- distribute viruses or any other technologies that may harm eBay, or the interests or property of users;
- use any robot, spider, scraper or other automated means to access our Services for any purpose;
- bypass our robot exclusion headers, interfere with the working of our Services, or impose an unreasonable or disproportionately large load on our infrastructure;
- export or re-export any eBay application or tool except in compliance with the export control laws of any relevant jurisdictions and in accordance with posted rules and restrictions;
- reproduce, perform, display, distribute, reverse engineer, or prepare derivative works from content that belongs to or is licensed to eBay, or that comes from the Services and belongs to another eBay user or to a third party including works covered by any copyrights, trademark, patent, or other intellectual property right, except with prior express permission of eBay and/or any other party holding the right to license such use;
- commercialize any eBay application or any information or software associated with such application;
- harvest or otherwise collect information about users without their consent; or
- circumvent any technical measures we use to provide the Services.

If we believe or discover that you are abusing eBay in any of the ways mentioned above or otherwise, we may, in our sole discretion, take any steps to prevent and mitigate such abuse such as limiting, suspending, or terminating your user account(s) and access to our Services, delaying or removing hosted content, removing any special status associated with your account(s), reducing or eliminating any discounts, and taking technical and/or legal steps to prevent you from using our Services.

We may cancel unconfirmed accounts or accounts that have been inactive for a long time or modify or discontinue our Services. Additionally, we reserve the right to refuse or terminate our Services to anyone for any reason at our discretion.

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### Policy Enforcement

When a buyer or seller issue arises we may consider the user's performance history and the specific circumstances in applying our policies. We may choose to be more lenient with policy enforcement in an effort to do the right thing for both buyers and sellers.

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### Fees

The fees we charge for using our Services are listed on our [Standard Selling Fees page](#). We may change our seller fees from time to time by posting the changes on the eBay site 14 days in advance, but with no advance notice required for temporary promotions.

You must have a payment method on file when selling on eBay, or put one on file before you next sell, and pay all fees and applicable taxes associated with our Services by the payment due date. If your payment method fails or your account is past due, we may collect fees owed using other collection mechanisms. (This includes charging other payment methods on file with us, retaining collection agencies and legal counsel, and, for accounts over 180 days past due, deducting the amount owed from your PayPal account balance.) In addition, you will be subject to [late fees](#). eBay, or the collection agencies we retain, may also report information about your account to credit bureaus, and as a result, late payments, missed payments, or other defaults on your account may be reflected in your credit report. If you wish to dispute the information eBay reported to a credit bureau (i.e., Experian, Equifax or TransUnion) please contact us at eBay Inc., C/O Global Collections, 2211 North First Street, San Jose, CA 95131. If you wish to dispute the information a collection agency reported to a credit bureau regarding your eBay account, you must contact the collection agency directly.

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### Listing Conditions

When listing an item, you agree to comply with [rules for listing](#) and [Selling Practices policy](#) and that:

You are responsible for the accuracy and content of the listing and item offered.

Your listing may not be immediately searchable by keyword or category for several hours (or up to 24 hours in some circumstances). eBay can't guarantee exact listing durations.

Content that violates any of eBay's policies may be deleted at eBay's discretion.

We strive to create a marketplace where buyers find what they are looking for. Therefore, the appearance or placement of listings in search and browse results will depend on a variety of factors, including, but not limited to:

- buyer's location, search query, browsing site, and history;
- item's location, listing format, price and shipping cost, terms of service, end time, history, and relevance to the user query;
- seller's history, Detailed Seller Ratings, Feedback, and defect rate; and
- number of listings matching the buyer's query.

Accordingly, to drive a positive user experience, a listing may not appear in some search and browse results regardless of the sort order chosen by the buyer.

Some advanced listing upgrades will only be visible on certain Services.

eBay's [Duplicate Listing Policy](#) may also affect whether your listing appears in search results.

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### Purchase Conditions

When buying an item, you agree to the [rules for buyers](#) and that:

You are responsible for reading the full item listing before making a bid or commitment to buy.

You enter into a legally binding contract to purchase an item when you commit to buy an item or if you have the winning bid (or your bid is otherwise accepted).

For motor vehicles and real estate, a bid or offer initiates a non-binding transaction representing a buyer's serious expression of interest in buying the seller's item and does not create a formal contract between the buyer and the seller.

We do not transfer legal ownership of items from the seller to the buyer.

Utah Code Annotated § 70A-2-401(2) and Uniform Commercial Code § 2-401(2) apply to the transfer of ownership between the buyer and the seller, unless the buyer and the seller agree otherwise.

If you purchase that item on an eBay site other than eBay.com, you are subject to the User Agreement of that other eBay site with respect to that particular purchase.

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### International Buying and Selling; Translation

Many of our Services are accessible to international sellers and buyers. We may offer certain programs, tools, and site experiences of particular interest to international sellers and buyers, such as estimated local currency conversion and international shipping calculation tools. Sellers and buyers are responsible for complying with all laws and regulations applicable to the international sale, purchase, and shipment of items.

You may list your items directly on one or more of eBay's international sites. Additionally, you may direct us to display your listing on eBay sites other than the original eBay listing site, including where you choose to list an item with an international shipping option (such as worldwide shipping or the Global Shipping Program), but acknowledge that the appearance of your listings on these sites is not guaranteed. You may restrict international buyers from purchasing your items if you explicitly exclude international shipping from your listings and apply an exclusion list to your listings. If your item is sold to a buyer on an eBay site other than your eBay site of registration, you agree to be subject to that other site's policies and [eBay's International Selling Policy](#).

To assist users who may speak different languages, whenever automated translation solutions are available, you direct us to use automated tools to translate your eBay content (including your listings), in whole or in part, into local languages and, when using an eBay site as a buyer, to provide you with access to translated content. As a buyer, you may also have access to tools which will enable you to translate content as requested. The accuracy or availability of translations is not guaranteed.

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### Content

When providing us with content or causing content to be posted using our Services, you grant us a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sublicensable (through multiple tiers) right to exercise any and all copyright, publicity, trademarks, database rights and other intellectual property rights you have in the content, in any media known now or developed in the future. Further, to the fullest extent permitted under applicable law, you waive your moral rights and promise not to assert such rights or any other intellectual property or publicity rights against us, our sublicensees, or our assignees.

You represent and warrant that none of the following infringe any rights mentioned in the preceding paragraph: your provision of content to us, your causing content to be posted using the Services, and use of any such content (including of works derived from it) by us, our users, or others in contract with us that is done in connection with the Services and in compliance with this User Agreement.

We may offer catalogs including stock images, descriptions and product specifications that are provided by third-parties (including users). You may use catalog content solely in connection with your eBay listings. That permission is subject to modification or revocation at any time at eBay's sole discretion.

While we try to offer reliable data, we cannot promise that the catalogs will always be accurate and up-to-date, and you agree that you will not hold our catalog providers or us responsible for inaccuracies in the catalogs. The catalog may include copyrighted, trademarked or other proprietary materials. You agree not to remove any copyright, proprietary or identification markings included within the catalogs or create any derivative works based on catalog content (other than by including them in your listings).

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### Notice for Claims of Intellectual Property Violations and Copyright Infringement Pursuant to Section 512(c) of Title 17 of the United States Code

We respond to notices of alleged copyright infringement as required by the United States Digital Millennium Copyright Act. eBay's Verified Rights Owner (VeRO) program works to ensure that listed items do not infringe upon the copyright, trademark or other intellectual property rights of third parties. If you believe that your intellectual property rights have been infringed, please notify our VeRO team through our Verified Rights Owner (VeRO) Program and we will investigate. [Learn how to submit a notice to eBay](#).

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### Holds

To protect against the risk of liability, eBay has at times requested, and may continue to request, that PayPal restrict access to funds in a seller's PayPal account based on certain factors, including, but not limited to, selling history, seller performance, riskiness of the listing category, or the filing of an eBay Money Back Guarantee case. This may result in PayPal determining to restrict funds in your PayPal account in order to manage PayPal's risk exposure pursuant to PayPal policies.



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### Authorization to Contact You; Recording Calls

You agree to receive calls, including autodialed and/or pre-recorded message calls, from eBay at any of the telephone numbers (including mobile telephone numbers) that we have collected for you as authorized and described in our User Privacy Notice, including telephone numbers you have provided us, or that we have obtained from third parties or collected by our own efforts. If the telephone number that we have collected is a mobile telephone number, you consent to receive SMS or other text messages at that number. Standard telephone minute and text charges may apply if we contact you at a mobile number or device. You agree we may contact you in the manner described above at the telephone numbers we have in our records for these purposes:

To contact you for reasons relating to your account or your use of our Services (such as to collect a debt, resolve a dispute, or to otherwise enforce our User Agreement) or as authorized by applicable law

To contact you for marketing, promotional, or other reasons that you have either previously consented to or that you may be asked to consent to in the future. If you do not wish to receive such communications, you can opt-out in the communications preference section of your My eBay.

We may share your telephone numbers with our service providers (such as billing or collections companies) who we have contracted with to assist us in pursuing our rights or performing our obligations under the User Agreement, our policies, or any other agreement we may have with you. These service providers may also contact you using autodialed or prerecorded messages calls and/or SMS or other text messages, only as authorized by us to carry out the purposes we have identified above, and not for their own purposes.

We will not share your telephone number with non-affiliated third parties for their purposes without your explicit consent, but may share your telephone numbers with members of the eBay corporate family and/or our affiliates, for their use, as authorized under our User Privacy Notice. Members of the eBay corporate family and/or our affiliates will only contact you using autodialed or prerecorded message calls and/or SMS or other text messages, if you have requested their services. For more information on the eBay corporate family, please visit <http://www.ebayprivacycenter.com/about-us/corporate-family>.

eBay may, without further notice or warning and in its discretion, monitor or record telephone conversations you or anyone acting on your behalf has with eBay or its agents for quality control and training purposes or for its own protection. You acknowledge and understand that, while your communications with eBay may be overheard, monitored, or recorded without further notice or warning, not all telephone lines or calls may be recorded by eBay, and eBay does not guarantee that recordings of any particular telephone calls will be retained or retrievable.

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### Additional Terms

#### Returns

eBay offers hassle-free returns to simplify returns for buyers and sellers. eBay may automatically apply it to listings where returns are accepted. With eBay hassle-free returns, sellers can manage and track the return through an automated process on the site. The cost of return shipping for an item that is not as described is the seller's responsibility. If eBay hassle-free returns are applied to your listings, you authorize eBay to remove the refund amount from your PayPal account, place the amount on your invoice and/or charge your payment method on file. You also authorize eBay to place the return shipping label costs on your invoice, subject to your automatic payment method on file. See [Using eBay hassle-free returns](#) for more details.

#### Global Shipping Program

One of the ways that we may make your eBay.com listings available to international buyers on eBay.com and on eBay's International Sites is through the Global Shipping Program. For your eligible items located in the United States and purchased by an international buyer through the Global Shipping Program, you will simply ship the item to a parcel processing facility located in the United States. There, a third party global technology and shipping provider, Pitney Bowes Inc., will oversee the processing, customs clearance, and international shipment of the item on behalf of your international buyer. You pay no additional fees for selling through the Global Shipping Program.

Pursuant to a routed export transaction under the U.S. Export Administration Regulations and Foreign Trade Regulations, your buyer, as the Foreign Principal Party in Interest, will agree to assume responsibility for the export shipment, with Pitney Bowes Inc. acting as your buyer's forwarding agent. You remain liable for the accuracy of information you provide about items, and you agree to provide timely responses to requests for additional information.

You consent to the disclosure of certain personally identifiable information, as well as listing and order information, by eBay to Pitney Bowes Inc., and by Pitney Bowes Inc. to its affiliates, service providers, and other third parties (such as customs and revenue authorities, as well as other government agencies), in connection with the processing, export and customs clearance, and international transportation of any item. eBay does not control the privacy policies of Pitney Bowes Inc., its affiliates, or its service providers, and you are subject to the privacy policies of those parties, as applicable.

You may prevent your listings from being made available to international buyers through the program by adjusting your account settings within My eBay. Additional information about the program, including policies governing feedback, the handling of lost, damaged, and undeliverable items, returns, and the resolution of buyer protection claims for items that you sell through the program, can be found on the [Global Shipping Program Seller Policies and Frequently Asked Questions page](#).

#### **eBay Money Back Guarantee**

Most eBay sales go smoothly, but if there's a problem with a purchase, the eBay Money Back Guarantee helps buyers and sellers communicate and resolve issues. Buyers and sellers agree to comply with the policy and permit us to make a final decision on any eBay Money Back Guarantee case.

If a seller is required to reimburse the buyer or eBay under the Money Back Guarantee, the seller authorizes eBay to ask PayPal to remove the reimbursement amount (in same or other currency) from their PayPal account, place the amount on the seller's invoice and/or charge the seller's payment method on file. The cost of return shipping for an item that is not as described is the seller's responsibility and if an eBay generated return shipping label is used, the seller authorizes eBay to place the return shipping label cost on the seller's invoice, subject to the seller's automatic payment method on file. If we cannot get reimbursement from the seller, we may collect the outstanding sums using other collection mechanisms, including retaining collection agencies.

We may suspend the [eBay Money Back Guarantee](#) in whole or in part without notice if we suspect abuse or interference with the proper working of the policy.

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#### **Disclaimer of Warranties; Limitation of Liability**

We try to keep our Services safe, secure, and functioning properly, but we cannot guarantee the continuous operation of or access to our Services. Bid update and other notification functionality in eBay's applications may not occur in real time. Such functionality is subject to delays beyond eBay's control.

You agree that you are making use of our Services at your own risk, and that they are being provided to you on an "AS IS" and "AS AVAILABLE" basis. Accordingly, to the extent permitted by applicable law, we exclude all express or implied warranties, terms and conditions including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, and non-infringement.

In addition, to the extent permitted by applicable law, we (including our parent, subsidiaries, and affiliates, and our and their officers, directors, agents and employees) are not liable, and you agree not to hold us responsible, for any damages or losses (including, but not limited to, loss of money, goodwill or reputation, profits, or other intangible losses or any special, indirect, or consequential damages) resulting directly or indirectly from:

- your use of or your inability to use our Services;
- pricing, shipping or other guidance provided by eBay;
- delays or disruptions in our Services;
- viruses or other malicious software obtained by accessing, or linking to, our Services;
- glitches, bugs, errors, or inaccuracies of any kind in our Services;
- damage to your hardware device from the use of any eBay Service;
- the content, actions, or inactions of third parties, including items listed using our Services or the destruction of allegedly fake items;
- a suspension or other action taken with respect to your account or breach of the Abusing eBay Section above;
- the duration or manner in which your listings appear in search results as set out in the Listing Conditions Section above; or

your need to modify practices, content, or behavior or your loss of or inability to do business, as a result of changes to this User Agreement or our policies.

Some jurisdictions do not allow the disclaimer of warranties or exclusion of damages, so such disclaimers and exclusions may not apply to you.

Regardless of the previous paragraphs, if we are found to be liable, our liability to you or to any third party is limited to the greater of (a) any amounts due under the eBay Money Back Guarantee up to the price the item sold for on eBay (including any applicable sales tax) and its original shipping costs, (b) the amount of fees in dispute not to exceed the total fees, which you paid to us in the 12 months prior to the action giving rise to the liability, or (c) \$100.

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### Release

If you have a dispute with one or more users, you release us (and our affiliates and subsidiaries, and our and their respective officers, directors, employees and agents) from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such disputes. **In entering into this release you expressly waive any protections (whether statutory or otherwise) that would otherwise limit the coverage of this release to include only those claims which you may know or suspect to exist in your favor at the time of agreeing to this release.**

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### Indemnity

You will indemnify and hold us (and our affiliates and subsidiaries, and our and their respective officers, directors, employees, agents) harmless from any claim or demand, including reasonable legal fees, made by any third party due to or arising out of your breach this Agreement, your improper use of eBay's Services or your breach of any law or the rights of a third party.

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### Legal Disputes

**PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS YOUR RIGHTS AND WILL HAVE A SUBSTANTIAL IMPACT ON HOW CLAIMS YOU AND EBAY HAVE AGAINST EACH OTHER ARE RESOLVED.**

You and eBay agree that any claim or dispute at law or equity that has arisen or may arise between us relating in any way to or arising out of this or previous versions of the eBay User Agreement your use of or access to the Services, or any products or services sold or purchased through the Services will be resolved in accordance with the provisions set forth in this Legal Disputes Section.

#### A. Applicable Law

You agree that the laws of the State of Utah, without regard to principles of conflict of laws, will govern the User Agreement and any claim or dispute that has arisen or may arise between you and eBay, except as otherwise stated in the User Agreement.

#### B. Agreement to Arbitrate

You and eBay each agree that any and all disputes or claims that have arisen or may arise between you and eBay relating in any way to or arising out of this or previous versions of the User Agreement, your use of or access to eBay's Services, or any products or services sold, offered, or purchased through eBay's Services shall be resolved exclusively through final and binding arbitration, rather than in court, except that you may assert claims in small claims court, if your claims qualify and so long as the matter remains in such court and advances only on an individual (non-class, non-representative) basis. The Federal Arbitration Act governs the interpretation and enforcement of this Agreement to Arbitrate.

##### 1. Prohibition of Class and Representative Actions and Non-Individualized Relief

**YOU AND EBAY AGREE THAT EACH OF US MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION OR PROCEEDING. UNLESS BOTH YOU AND EBAY AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN MORE THAN ONE PERSON'S OR PARTY'S CLAIMS, AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CONSOLIDATED, REPRESENTATIVE, OR CLASS PROCEEDING. ALSO, THE ARBITRATOR MAY AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE**

RELIEF NECESSITATED BY THAT PARTY'S INDIVIDUAL CLAIM(S). ANY RELIEF AWARDED CANNOT AFFECT OTHER USERS.

## 2. Arbitration Procedures

Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, and court review of an arbitration award is very limited. However, an arbitrator can award the same damages and relief on an individual basis that a court can award to an individual. An arbitrator should apply the terms of the User Agreement as a court would. All issues are for the arbitrator to decide, except that issues relating to arbitrability, the scope or enforceability of this Agreement to Arbitrate, or the interpretation of Section 1 of this Agreement to Arbitrate ("Prohibition of Class and Representative Actions and Non-Individualized Relief"), shall be for a court of competent jurisdiction to decide.

The arbitration will be conducted by the American Arbitration Association ("AAA") under its rules and procedures, including the AAA's Supplementary Procedures for Consumer-Related Disputes (as applicable), as modified by this Agreement to Arbitrate. The AAA's rules are available at [www.adr.org](http://www.adr.org) or by calling the AAA at 1-800-778-7879. The use of the word "arbitrator" herein shall not be construed to prohibit more than one arbitrator from presiding over an arbitration, rather the AAA's rules will govern the number of arbitrators that may preside over an arbitration conducted under this Agreement to Arbitrate.

A party who intends to seek arbitration must first send to the other, by certified mail, a completed form Notice of Dispute ("Notice"). You may download a form Notice [here](#). The Notice to eBay should be sent to eBay Inc., Attn: Litigation Department, Re: Notice of Dispute, 583 W. eBay Way, Draper, UT 84020. eBay will send any Notice to you to the physical address we have on file associated with your eBay account; it is your responsibility to keep your physical address up to date. All information called for in the Notice must be provided, including a description of the nature and basis of the claims the party is asserting and the relief sought.

If you and eBay are unable to resolve the claims described in the Notice within 30 days after the Notice is sent, you or eBay may initiate arbitration proceedings. A form for initiating arbitration proceedings is available on the AAA's site at [www.adr.org](http://www.adr.org). In addition to filing this form with the AAA in accordance with its rules and procedures, the party initiating the arbitration must mail a copy of the completed form to the opposing party. You may send a copy to eBay at the following address: eBay, Inc. c/o National Registered Agents, Inc., 2778 W. Shady Bend Lane, Lehi, UT 84043. In the event eBay initiates an arbitration against you, it will send a copy of the completed form to the physical address we have on file associated with your eBay account. Any settlement offer made by you or eBay shall not be disclosed to the arbitrator.

The arbitration shall be held in the county in which you reside or at another mutually agreed location. If the value of the relief sought is \$10,000 or less, you or eBay may elect to have the arbitration conducted by telephone or based solely on written submissions, which election shall be binding on you and eBay subject to the arbitrator's discretion to require an in-person hearing, if the circumstances warrant. In cases where an in-person hearing is held, you and/or eBay may attend by telephone, unless the arbitrator requires otherwise.

The arbitrator will decide the substance of all claims in accordance with the laws of the State of Utah, including recognized principles of equity, and will honor all claims of privilege recognized by law. The arbitrator shall not be bound by rulings in prior arbitrations involving different users, but is bound by rulings in prior arbitrations involving the same eBay user to the extent required by applicable law. The arbitrator's award shall be final and binding and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

## 3. Costs of Arbitration

Payment of all filing, administration and arbitrator fees will be governed by the AAA's rules, unless otherwise stated in this Agreement to Arbitrate. If the value of the relief sought is \$10,000 or less, at your request, eBay will pay all filing, administration, and arbitrator fees associated with the arbitration. Any request for payment of fees by eBay should be submitted by mail to the AAA along with your Demand for Arbitration and eBay will make arrangements to pay all necessary fees directly to the AAA. If the value of the relief sought is more than \$10,000 and you are able to demonstrate that the costs of accessing arbitration will be prohibitive as compared to the costs of accessing a court for purposes of pursuing litigation on an individual basis, eBay will pay as much of the filing, administration, and arbitrator fees as the arbitrator deems necessary to prevent the costs of accessing arbitration from being prohibitive. In the event the arbitrator determines the claim(s) you assert in the arbitration to be frivolous, you agree to reimburse eBay for

all fees associated with the arbitration paid by eBay on your behalf that you otherwise would be obligated to pay under the AAA's rules.

#### 4. Severability

With the exception of any of the provisions in Section 1 of this Agreement to Arbitrate ("Prohibition of Class and Representative Actions and Non-Individualized Relief"), if an arbitrator or court decides that any part of this Agreement to Arbitrate is invalid or unenforceable, the other parts of this Agreement to Arbitrate shall still apply. If an arbitrator or court decides that any of the provisions in Section 1 of this Agreement to Arbitrate ("Prohibition of Class and Representative Actions and Non-Individualized Relief") is invalid or unenforceable, then the entirety of this Agreement to Arbitrate shall be null and void. The remainder of the Agreement and its Legal Disputes Section will continue to apply.

#### 5. Opt-Out Procedure

**IF YOU ARE A NEW EBAY USER, YOU CAN CHOOSE TO REJECT THIS AGREEMENT TO ARBITRATE ("OPT-OUT") BY MAILING US A WRITTEN OPT-OUT NOTICE ("OPT-OUT NOTICE"). THE OPT-OUT NOTICE MUST BE POSTMARKED NO LATER THAN 30 DAYS AFTER THE DATE YOU ACCEPT THE USER AGREEMENT FOR THE FIRST TIME. YOU MUST MAIL THE OPT-OUT NOTICE TO EBAY INC., ATTN: LITIGATION DEPARTMENT, RE: OPT-OUT NOTICE, 583 WEST EBAY WAY, DRAPER, UT 84020.**

For your convenience, we are providing an [Opt-Out Notice form](#) you must complete and mail to opt out of the Agreement to Arbitrate. You must complete the Opt Out Notice form by providing the information called for in the form, including your name, address (including street address, city, state and zip code), and the user ID(s) and email address(es) associated with the eBay account(s) to which the opt-out applies. You must sign the Opt-Out Notice for it to be effective. This procedure is the only way you can opt-out of the Agreement to Arbitrate. If you opt-out of the Agreement to Arbitrate, all other parts of the Agreement and its Legal Disputes Section will continue to apply to you. Opting out of this Agreement to Arbitrate has no effect on any previous, other, or future arbitration agreements that you may have with us.

#### 6. Future Amendments to the Agreement to Arbitrate

Notwithstanding any provision in the User Agreement to the contrary, you and we agree that if we make any amendment to this Agreement to Arbitrate (other than an amendment to any notice address or site link provided herein) in the future, that amendment shall not apply to any claim that was filed in a legal proceeding against eBay prior to the effective date of the amendment. The amendment shall apply to all other disputes or claims governed by the Agreement to Arbitrate that have arisen or may arise between you and eBay. We will notify you of amendments to this Agreement to Arbitrate by posting the amended terms on [www.eBay.com](#) at least 30 days before the effective date of the amendments and by providing notice through the eBay Message Center and/or by email. If you do not agree to these amended terms, you may close your account within the 30 day period and you will not be bound by the amended terms.

### C. Judicial Forum for Legal Disputes

Unless you and we agree otherwise, in the event that the Agreement to Arbitrate above is found not to apply to you or to a particular claim or dispute, either as a result of your decision to opt-out of the Agreement to Arbitrate or as a result of a decision by the arbitrator or a court order, you agree that any claim or dispute that has arisen or may arise between you and eBay must be resolved exclusively by a state or federal court located in Salt Lake County, Utah. You and eBay agree to submit to the personal jurisdiction of the courts located within Salt Lake County, Utah for the purpose of litigating all such claims or disputes.

### General

eBay Inc. is located at 2145 Hamilton Ave., San Jose, CA 95125. eBay Inc.'s North American Customer Service Operations Center is located at 583 West eBay Way, Draper, UT 84020. eBay Europe S.à r.l. is located at 22-24 Boulevard Royal, L-2449 Luxembourg. eBay International AG is located at Helvetiastrasse 15/17, 3005, Bern, Switzerland. eBay India Private Limited is located at 14th Floor, North Block, R-Tech Park, Western Express Highway, Goregaon (East), Mumbai 400063, Maharashtra (India).

Except as otherwise provided in this Agreement, if any provision of this User Agreement is held to be invalid, void or for any reason unenforceable, such provision shall be struck out and shall not affect the validity and enforceability of the remaining provisions. In our sole discretion, we may assign this User Agreement, by providing notice of such assignment in accordance with the Notices Section.

Headings are for reference purposes only and do not limit the scope or extent of such Section. Our failure to act with respect to a breach by you or others does not waive our right to act with respect to subsequent or similar

breaches. We do not guarantee we will take action against all breaches of this User Agreement.

We may amend this User Agreement at any time by posting the amended terms on [www.eBay.com](http://www.eBay.com). Our right to amend the User Agreement includes the right to modify, add to, or remove terms in the User Agreement. We will provide you 30 days notice by posting the amended terms. Additionally, we will notify you through the eBay Message Center and/or by email. Your continued access or use of our Services constitutes your acceptance of the amended terms. We may also ask you to acknowledge your acceptance of the User Agreement through an electronic click-through. This User Agreement may not otherwise be amended except through mutual agreement by you and an eBay representative who intends to amend this User Agreement and is duly authorized to agree to such an amendment.

The policies posted on our sites may be changed from time to time. Changes take effect when we post them on the eBay site.

No agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship is intended or created by this User Agreement.

The User Agreement, the User Privacy Notice, and all policies set forth the entire understanding and agreement between you and eBay and supersede all prior understandings and agreements of the parties.

The following Sections survive any termination of this User Agreement: Fees, Content, Disclaimer of Warranties; Limitation of Liability; Indemnity, and Legal Disputes.

If you are a California resident, in accordance with Cal. Civ. Code §1789.3, you may report complaints to the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by contacting them in writing at 400 R Street, Sacramento, CA 95814, or by telephone at (800) 952-5210.

Pursuant to 815 ILCS 414/1.5(c), for transactions involving tickets to events in Illinois, buyers and sellers may elect to submit complaints against one another to the American Arbitration Association ("AAA") under its rules and procedures. The AAA's rules are available at [www.adr.org](http://www.adr.org). Such complaints shall be decided by an independent arbitrator in accordance with this User Agreement. Buyers and sellers further agree to submit to the jurisdiction of the State of Illinois for complaints involving a ticketed event held in Illinois.

 **Previous User Agreement (revised on September 11, 2013 and effective for existing users through September 14, 2014)**

#### Was this page helpful?

☐ Yes ☐ No

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Submit Comment

# EXHIBIT 4

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## Help

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### eBay User Agreement

This User Agreement is effective upon acceptance for new users, and from May 19, 2016 for existing users. The [previous amendment to this User Agreement](#) was effective for all users on October 28, 2015.

#### In this article

[Introduction](#)[About eBay](#)[Using eBay](#)[Policy Enforcement](#)[Fees](#)[Listing Conditions](#)[Purchase Conditions](#)[International Buying and Selling; Translation](#)[Content](#)[Notice for Claims of Intellectual Property Violations and Copyright Infringement Pursuant to Section 512\(c\) of Title 17 of the United States Code](#)[Holds](#)[Authorization to Contact You; Recording Calls](#)[Additional Terms](#)[Returns](#)[Global Shipping Program](#)[eBay Money Back Guarantee](#)[Disclaimer of Warranties; Limitation of Liability](#)[Release](#)[Indemnity](#)[Legal Disputes](#)[General](#)

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## Introduction

This User Agreement, the [User Privacy Notice](#), the [Mobile Devices Terms](#), and all policies posted on our sites set out the terms on which eBay offers you access to and use of our sites, services, applications and tools (collectively "Services"). You can find an overview of our policies [here](#). All policies, the Mobile Devices Terms, and the User Privacy Notice are



incorporated into this User Agreement. You agree to comply with all of the above when accessing or using our Services.

The entity you are contracting with is eBay Inc., 2065 Hamilton Ave., San Jose, CA 95125 if you reside in the United States. It is eBay Europe S.à r.l., 22-24 Boulevard Royal, L-2449 Luxembourg if you reside in the European Union; eBay India Private Limited, 14th Floor, North Block, R-Tech Park, Western Express Highway, Goregaon (East), Mumbai 400063, Maharashtra if you reside in India; and eBay International AG, Helvetiastrasse 15/17, 3005, Bern, Switzerland if you reside in any other country.

**Please be advised that this User Agreement contains provisions that govern how claims you and we have against each other are resolved (see Disclaimer of Warranties; Limitation of Liability and Legal Disputes provisions below). It also contains an Agreement to Arbitrate, which will, with limited exception, require you to submit claims you have against us to binding and final arbitration, unless you opt out of the Agreement to Arbitrate (see [Legal Disputes, Section B](#) ("Agreement to Arbitrate")). Unless you opt out: (1) you will only be permitted to pursue claims against us on an individual basis, not as a plaintiff or class member in any class or representative action or proceeding and (2) you will only be permitted to seek relief (including monetary, injunctive, and declaratory relief) on an individual basis.**

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## About eBay

eBay is a marketplace that allows users to offer, sell and buy just about anything in a variety of pricing formats and locations. The actual contract for sale is directly between the seller and buyer. eBay is not a traditional auctioneer.

While we may provide pricing, shipping, listing, and other guidance in our Services, such guidance is solely informational and you may decide to follow it or not. Also, while we may help facilitate the resolution of disputes through various programs, eBay has no control over and does not guarantee the existence, quality, safety or legality of items advertised; the truth or accuracy of users' content or listings; the ability of sellers to sell items; the ability of buyers to pay for items; or that a buyer or seller will actually complete a transaction or return an item.

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## Using eBay

In connection with using or accessing the Services you will not:

- post, list or upload content or items in inappropriate categories or areas on our sites;

- breach or circumvent any laws, third-party rights or our systems, policies, or determinations of your account status;

- use our Services if you are not able to form legally binding contracts (for example if you are under 18), or are temporarily or indefinitely suspended from using our sites, services, applications or tools;

- fail to pay for items purchased by you, unless you have a valid reason as set out in an eBay policy, for example, the seller has materially changed the item's description after

you bid, a clear typographical error is made, or you cannot contact the seller (see our [Unpaid item policy](#));

fail to deliver items sold by you, unless you have a valid reason as set out in an eBay policy, for example, the buyer fails to comply with the posted terms in your listing or you cannot contact the buyer;

manipulate the price of any item or interfere with any other user's listings;

post false, inaccurate, misleading, defamatory, or libelous content;

take any action that may undermine the feedback or ratings systems (see [about our Feedback policies](#));

transfer your eBay account (including Feedback) and user ID to another party without our consent;

distribute or post spam, unsolicited or bulk electronic communications, chain letters, or pyramid schemes;

distribute viruses or any other technologies that may harm eBay, or the interests or property of users;

use any robot, spider, scraper, or other automated means to access our Services for any purpose;

bypass our robot exclusion headers, interfere with the working of our Services, or impose an unreasonable or disproportionately large load on our infrastructure;

export or re-export any eBay application or tool except in compliance with the export control laws of any relevant jurisdictions and in accordance with posted rules and restrictions;

reproduce, perform, display, distribute, reverse engineer, or prepare derivative works from content that belongs to or is licensed to eBay, or that comes from the Services and belongs to another eBay user or to a third party including works covered by any copyrights, trademark, patent, or other intellectual property right, except with prior express permission of eBay and/or any other party holding the right to license such use;

commercialize any eBay application or any information or software associated with such application;

harvest or otherwise collect information about users without their consent; or

circumvent any technical measures we use to provide the Services.

Sellers must meet eBay's [minimum performance standards](#). Failure to meet these standards may result in eBay limiting, restricting, suspending, or downgrading your seller account.

If we believe you are abusing eBay in any way, we may, in our sole discretion and without limiting other remedies, limit, suspend, or terminate your user account(s) and access to our Services, delay or remove hosted content, remove any special status associated with your account(s), remove and demote listings, reduce or eliminate any discounts, and take technical and/or legal steps to prevent you from using our Services.

We may cancel unconfirmed accounts or accounts that have been inactive for a long time or modify or discontinue our Services. Additionally, we reserve the right to refuse or terminate all or part of our Services to anyone for any reason at our discretion.

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## Policy Enforcement

When a buyer or seller issue arises, we may consider the user's performance history and the specific circumstances in applying our policies. We may choose to be more lenient with policy enforcement in an effort to do the right thing for both buyers and sellers.

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## Fees

The fees we charge for using our Services are listed on our [Standard Selling Fees page](#). We may change our seller fees from time to time by posting the changes on the eBay site 14 days in advance, but with no advance notice required for temporary promotions or any changes that result in the reduction of fees.

You must have a payment method on file when selling on eBay and pay all fees and applicable taxes associated with our Services by the payment due date. If your payment method fails or your account is past due, we may collect fees owed by charging other payment methods on file with us, retaining collection agencies and legal counsel, and, for accounts over 180 days past due, requesting that PayPal deduct the amount owed from your PayPal account balance. In addition, you will be subject to [late fees](#). eBay, or the collection agencies we retain, may also report information about your account to credit bureaus, and as a result, late payments, missed payments, or other defaults on your account may be reflected in your credit report. If you wish to dispute the information eBay reported to a credit bureau (i.e., Experian, Equifax or TransUnion) please contact us at eBay Inc., C/O Global Collections, 7700 West Parmer Lane, Building D, Austin, TX 78729. If you wish to dispute the information a collection agency reported to a credit bureau regarding your eBay account, you must contact the collection agency directly.

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## Listing Conditions

When listing an item, you agree to comply with eBay's [rules for listing](#) and [Selling Practices policy](#) and that:

You are responsible for the accuracy and content of the listing and item offered;

Your listing may not be immediately searchable by keyword or category for several hours (or up to 24 hours in some circumstances). eBay can't guarantee exact listing durations;

Content that violates any of eBay's policies may be deleted at eBay's discretion;

We strive to create a marketplace where buyers find what they are looking for. Therefore, the appearance or placement of listings in search and browse results will depend on a variety of factors, including, but not limited to:

buyer's location, search query, browsing site, and history;

item's location, listing format, price and shipping cost, terms of service, end time, history, and relevance to the user query;

seller's history, including listing practices, Detailed Seller Ratings, eBay policy compliance, Feedback, and defect rate; and

number of listings matching the buyer's query.

Accordingly, to drive a positive user experience, a listing may not appear in some search and browse results regardless of the sort order chosen by the buyer.

Some advanced listing upgrades will only be visible on certain Services.

eBay's [Duplicate Listing Policy](#) may also affect whether your listing appears in search results.

Metatags and URL links that are included in a listing may be removed or altered so as to not affect third-party search engine results.

We may provide you with optional recommendations to consider when creating your listings. Such recommendations may be based on the aggregated sales and performance history of similar sold and current listings; results will vary for individual listings. To drive the recommendations experience, you agree that we may display the sales and performance history of your individual listings to other sellers.

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## Purchase Conditions

When buying an item, you agree to the [rules for buyers](#) and that:

You are responsible for reading the full item listing before making a bid or commitment to buy.

You enter into a legally binding contract to purchase an item when you commit to buy an item or if you have the winning bid (or your bid is otherwise accepted).

For motor vehicles and real estate, a bid or offer initiates a non-binding transaction representing a buyer's serious expression of interest in buying the seller's item and does not create a formal contract between the buyer and the seller.

We do not transfer legal ownership of items from the seller to the buyer.

Utah Code Annotated § 70A-2-401(2) and Uniform Commercial Code § 2-401(2) apply to the transfer of ownership between the buyer and the seller, unless the buyer and the seller agree otherwise.

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## International Buying and Selling; Translation

Many of our Services are accessible to international sellers and buyers. We may offer certain programs, tools, and site experiences of particular interest to international sellers and buyers, such as estimated local currency conversion and international shipping calculation tools. Sellers and buyers are responsible for complying with all laws and regulations applicable to the international sale, purchase, and shipment of items. If you

purchase an item on an eBay site other than eBay.com, you are subject to the User Agreement of that other eBay site with respect to that particular purchase.

You may list your items directly on one or more of eBay's international sites. Additionally, you may direct us to display your listing on eBay sites other than the original eBay listing site, including where you choose to list an item with an international shipping option (such as worldwide shipping or the Global Shipping Program): the appearance of your listings on these sites is not guaranteed. When you sell your items internationally, you agree to be subject to that other site's User Agreement, policies, and the [eBay International Selling Policy](#). You may restrict international buyers from purchasing your items if you explicitly exclude international shipping from your listings and apply an exclusion list to your listings.

You authorize us to use automated tools to translate your eBay content and member-to-member communications, in whole or in part, into local languages where such translation solutions are available. We may provide you with tools which will enable you to translate content at your request. The accuracy and availability of any translation are not guaranteed.

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## Content

When providing us with content or causing content to be posted using our Services, you grant us a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sublicensable (through multiple tiers) right to exercise any and all copyright, publicity, trademark, and database rights and other intellectual property rights you have in the content, in any media known now or developed in the future. Further, to the fullest extent permitted under applicable law, you waive your moral rights and promise not to assert such rights or any other intellectual property or publicity rights against us, our sublicensees, or our assignees.

You represent and warrant that none of the following infringe any rights mentioned in the preceding paragraph: your provision of content to us, your causing content to be posted using the Services, and use of any such content (including of works derived from it) by us, our users, or others in contract with us that is done in connection with the Services and in compliance with this User Agreement.

We may offer catalogs including stock images, descriptions and product specifications that are provided by third-parties (including users). You may use catalog content solely in connection with your eBay listings. The permission to use catalog content is subject to modification or revocation at any time at eBay's sole discretion.

While we try to offer reliable data, we cannot promise that the catalogs will always be available, accurate, and up-to-date, and you agree that you will not hold our catalog providers or us responsible for inaccuracies. The catalog may include copyrighted, trademarked or other proprietary materials. You agree not to remove any copyright, proprietary or identification markings included within the catalogs or create any derivative works based on catalog content (other than by including them in your listings).

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## Notice for Claims of Intellectual Property Violations and Copyright Infringement Pursuant to Section 512(c) of Title 17 of the United States Code

We respond to notices of alleged copyright infringement under the United States Digital Millennium Copyright Act. eBay's Verified Rights Owner (VeRO) program works to ensure that listed items and content on our site or in our apps do not infringe upon the copyright, trademark, or other intellectual property rights of third parties. If you believe that your intellectual property rights have been infringed, please notify our VeRO team through our VeRO program and we will investigate. [Learn how to submit a notice to eBay](#).

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### Holds

To protect eBay from risk of liability for your actions as a seller, eBay has at times recommended, and may continue to recommend, that PayPal restrict access to funds in a seller's PayPal account based on certain factors, including, but not limited to, selling history, seller performance, returns, riskiness of the listing category, transaction value, or the filing of an eBay Money Back Guarantee case. This may result in PayPal restricting funds in your PayPal account.

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### Authorization to Contact You; Recording Calls

eBay may contact you using autodialed or prerecorded calls and text messages, at any telephone number that you have provided us, to: (i) notify you regarding your account; (ii) troubleshoot problems with your account; (iii) resolve a dispute; (iv) collect a debt; (v) poll your opinions through surveys or questionnaires; or (vi) as otherwise necessary to service your account or enforce this User Agreement, our policies, applicable law, or any other agreement we may have with you. eBay may also contact you using autodialed or prerecorded calls and text messages for marketing purposes (e.g., offers and promotions), if you consent to such communications. As described in our User Privacy Notice, eBay may collect other telephone numbers for you and may place manual non-marketing calls to any of those numbers and autodialed non-marketing calls to any landline. Standard telephone minute and text charges may apply and may include overage fees if you have exceeded your plan limits. If you do not wish to receive such communications, you may change your communications preference at any time, including through the [communication preferences](#) section of your My eBay.

eBay may share your telephone number with its authorized service providers as stated in our User Privacy Notice. These service providers may contact you using autodialed or prerecorded calls and text messages, only as authorized by eBay to carry out the purposes we have identified above.

eBay may, without further notice or warning and in its discretion, monitor or record telephone conversations you or anyone acting on your behalf has with eBay or its agents for quality control and training purposes or for its own protection.

### Privacy of Others; Marketing



If eBay provides you with information about another user, you agree you will use the information only for the purposes it is provided to you. You may not disclose, sell, rent, or distribute a user's information to a third party for purposes unrelated to the Services. Additionally, you may not use information for marketing purposes, via electronic or other means, unless you obtain the consent of the specific user to do so.

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## Additional Terms

### Returns and Cancellations

Sellers can create rules to automate replacements, returns, and refunds under certain circumstances. For all new sellers, in listings where returns are accepted, eBay will set a default rule that automates the return process. Sellers may remove or customize their return preferences in their account settings within My eBay. Where settings have been set to automatically accept requests for returns or replacements, an eBay-generated return shipping label will be provided to your buyer. You agree to comply with our [returns policy](#).

When an item is returned, to refund the buyer, you (as seller) authorize eBay to request that PayPal remove the refund amount (in same or other currency) from your PayPal account, place the amount on your invoice, and/or charge your payment method on file.

The cost of return shipping for an item that is not as described is the seller's responsibility.

You (as seller) authorize eBay to place the return shipping label cost on your invoice, subject to your automatic payment method on file when:

- An eBay-generated return shipping label is used, and the seller is responsible for its cost;

- Returns have been automated; and/or

- You fail to send your buyer a return shipping label and, instead, an eBay-generated shipping label is used.

When a transaction is cancelled, to refund the buyer, you (as seller) authorize eBay to request that PayPal remove the refund amount (in same or other currency) from your PayPal account. See our [Cancellation Policy](#) for more details.

### Global Shipping Program

One of the ways that we may make eBay.com listings available to international buyers on eBay.com and on eBay's International Sites is through the Global Shipping Program. For eligible items located in the United States and purchased by an international buyer through the Global Shipping Program, you (as seller) will simply ship the item to a parcel processing facility located in the United States. Pitney Bowes Inc., a third-party global shipping provider, will oversee the processing, customs clearance, and international shipment of the item on behalf of your international buyer. To the extent a buyer has a question about your Global Shipping Program listings, eBay may respond

directly to the buyer if the question pertains to the services overseen by Pitney Bowes Inc. (for example, customs or international shipping). You pay no additional fees for selling through the Global Shipping Program.

Pursuant to a routed export transaction under the U.S. Export Administration Regulations and Foreign Trade Regulations, your buyer, as the Foreign Principal Party in Interest, will agree to assume responsibility for the export shipment, with Pitney Bowes Inc. acting as your buyer's forwarding agent. You remain liable for the accuracy of information you provide about items, and you agree to provide timely responses to requests for additional information.

You consent to the disclosure of certain personally identifiable information, as well as listing and order information, by eBay to Pitney Bowes Inc., and by Pitney Bowes Inc. to its affiliates, service providers, and other third parties (such as customs and revenue authorities, as well as other government agencies), in connection with the processing, export and customs clearance, and international transportation of any item. eBay does not control the privacy policies of Pitney Bowes Inc., its affiliates, or its service providers, and you are subject to the privacy policies of those parties, as applicable.

You may prevent your listings from being made available to international buyers through the program by adjusting your account settings within My eBay. Additional information about the program, including policies governing feedback, the handling of lost, damaged, and undeliverable items, returns, and the resolution of buyer protection claims for items that you sell through the program, can be found on the [Global Shipping Program Seller Policies and Frequently Asked Questions page](#).

### **eBay Money Back Guarantee**

Most eBay sales go smoothly, but if there's a problem with a purchase, the eBay Money Back Guarantee helps buyers and sellers communicate and resolve issues. You agree to comply with the policy and permit us to make a final decision on any eBay Money Back Guarantee case.

If you (as seller), choose to reimburse a buyer, or are required to reimburse a buyer or eBay under the eBay Money Back Guarantee, you authorize eBay to request that PayPal remove the reimbursement amount (in same or other currency) from your PayPal account, place the amount on your invoice, and/or charge your payment method on file. If we cannot get reimbursement from you, we may collect the outstanding sums using other collection mechanisms, including retaining collection agencies.

We may suspend the [eBay Money Back Guarantee](#) in whole or in part without notice if we suspect abuse or interference with the proper working of the policy.

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## **Disclaimer of Warranties; Limitation of Liability**



We try to keep our Services safe, secure, and functioning properly, but we cannot guarantee the continuous operation of or access to our Services. Bid update and other notification functionality in eBay's applications may not occur in real time. Such functionality is subject to delays beyond eBay's control.

You agree that you are making use of our Services at your own risk, and that they are being provided to you on an "AS IS" and "AS AVAILABLE" basis. Accordingly, to the extent permitted by applicable law, we exclude all express or implied warranties, terms and conditions including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, and non-infringement.

In addition, to the extent permitted by applicable law, we (including our parent, subsidiaries, and affiliates, and our and their officers, directors, agents and employees) are not liable, and you agree not to hold us responsible, for any damages or losses (including, but not limited to, loss of money, goodwill or reputation, profits, or other intangible losses or any special, indirect, or consequential damages) resulting directly or indirectly from:

- your use of or your inability to use our Services;
- pricing, shipping, format, or other guidance provided by eBay;
- delays or disruptions in our Services;
- viruses or other malicious software obtained by accessing or linking to our Services;
- glitches, bugs, errors, or inaccuracies of any kind in our Services;
- damage to your hardware device from the use of any eBay Service;
- the content, actions, or inactions of third parties, including items listed using our Services or the destruction of allegedly fake items;
- a suspension or other action taken with respect to your account or breach of the Abusing eBay Section above;
- the duration or manner in which your listings appear in search results as set out in the Listing Conditions Section above; or
- your need to modify practices, content, or behavior or your loss of or inability to do business, as a result of changes to this User Agreement or our policies.

Some jurisdictions do not allow the disclaimer of warranties or exclusion of damages, so such disclaimers and exclusions may not apply to you.

Regardless of the previous paragraphs, if we are found to be liable, our liability to you or to any third party is limited to the greater of (a) any amounts due under the eBay Money Back Guarantee up to the price the item sold for on eBay (including any applicable sales tax) and its original shipping costs, (b) the amount of fees in dispute not to exceed the total fees, which you paid to us in the 12 months prior to the action giving rise to the liability, or (c) \$100.

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## Release

If you have a dispute with one or more users, you release us (and our affiliates and subsidiaries, and our and their respective officers, directors, employees and agents) from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such disputes. **In entering into this release you expressly waive any protections (whether statutory or otherwise) that would otherwise limit the coverage of this release to include only those claims which you may know or suspect to exist in your favor at the time of agreeing to this release.**

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## Indemnity

You will indemnify and hold us (and our affiliates and subsidiaries, and our and their respective officers, directors, employees, agents) harmless from any claim or demand, including reasonable legal fees, made by any third party due to or arising out of your breach of this Agreement, your improper use of eBay's Services or your breach of any law or the rights of a third party.

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## Legal Disputes

**PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS YOUR RIGHTS AND WILL HAVE A SUBSTANTIAL IMPACT ON HOW CLAIMS YOU AND EBAY HAVE AGAINST EACH OTHER ARE RESOLVED.**

You and eBay agree that any claim or dispute at law or equity that has arisen or may arise between us relating in any way to or arising out of this or previous versions of the eBay User Agreement, your use of or access to the Services, or any products or services sold or purchased through the Services, will be resolved in accordance with the provisions set forth in this Legal Disputes Section.

### A. Applicable Law

You agree that, except to the extent inconsistent with or preempted by federal law, the laws of the State of Utah, without regard to principles of conflict of laws, will govern the User Agreement and any claim or dispute that has arisen or may arise between you and eBay, except as otherwise stated in the User Agreement.

### B. Agreement to Arbitrate

You and eBay each agree that any and all disputes or claims that have arisen or may arise between you and eBay relating in any way to or arising out of this or previous versions of the User Agreement, your use of or access to eBay's Services, or any products or services sold, offered, or purchased through eBay's Services shall be resolved exclusively through final and binding arbitration, rather than in court. Alternatively, you may assert your claims in small claims court, if your claims qualify and so long as the matter remains in such court and advances only on an individual (non-class, non-representative) basis. The Federal Arbitration Act governs the interpretation and enforcement of this Agreement to Arbitrate.

#### 1. Prohibition of Class and Representative Actions and Non-Individualized Relief

**YOU AND EBAY AGREE THAT EACH OF US MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT AS A PLAINTIFF OR CLASS**

**MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE OR PRIVATE ATTORNEY GENERAL ACTION OR PROCEEDING. UNLESS BOTH YOU AND EBAY AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN MORE THAN ONE PERSON'S OR PARTY'S CLAIMS, AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CONSOLIDATED, REPRESENTATIVE, CLASS, OR PRIVATE ATTORNEY GENERAL ACTION OR PROCEEDING. ALSO, THE ARBITRATOR MAY AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF NECESSITATED BY THAT PARTY'S INDIVIDUAL CLAIM(S). ANY RELIEF AWARDED CANNOT AFFECT OTHER USERS.** If a court decides that applicable law precludes enforcement of any of this paragraph's limitations as to a particular claim for relief, then that claim (and only that claim) must be severed from the arbitration and may be brought in court, subject to your and eBay's right to appeal the court's decision. All other claims will be arbitrated.

## 2. Arbitration Procedures

Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, and court review of an arbitration award is very limited. However, an arbitrator can award the same damages and relief on an individual basis that a court can award to an individual. An arbitrator should apply the terms of the User Agreement as a court would. All issues are for the arbitrator to decide, except that issues relating to arbitrability, the scope or enforceability of this Agreement to Arbitrate, or the interpretation of Section 1 of this Agreement to Arbitrate ("Prohibition of Class and Representative Actions and Non-Individualized Relief"), shall be for a court of competent jurisdiction to decide.

The arbitration will be conducted by the American Arbitration Association ("AAA") under its rules and procedures, including the AAA's Consumer Arbitration Rules (as applicable), as modified by this Agreement to Arbitrate. The AAA's rules are available at [www.adr.org](http://www.adr.org) or by calling the AAA at 1-800-778-7879. The use of the word "arbitrator" in this provision shall not be construed to prohibit more than one arbitrator from presiding over an arbitration: rather, the AAA's rules will govern the number of arbitrators that may preside over an arbitration conducted under this Agreement to Arbitrate.

A party who intends to seek arbitration must first send to the other, by certified mail, a completed form Notice of Dispute ("Notice"). You may download a form Notice [here](#). The Notice to eBay should be sent to eBay Inc., Attn: Litigation Department, Re: Notice of Dispute, 583 W. eBay Way, Draper, UT 84020. eBay will send any Notice to you to the physical address we have on file associated with your eBay account; it is your responsibility to keep your physical address up to date. All information called for in the Notice must be provided, including a description of the nature and basis of the claims the party is asserting and the relief sought.

If you and eBay are unable to resolve the claims described in the Notice within 30 days after the Notice is sent, you or eBay may initiate arbitration proceedings. A form for initiating arbitration proceedings is available on the AAA's site at [www.adr.org](http://www.adr.org). In

addition to filing this form with the AAA in accordance with its rules and procedures, the party initiating the arbitration must mail a copy of the completed form to the opposing party. You may send a copy to eBay at the following address: eBay, Inc. c/o CT Corporation System, 1108 E South Union Ave., Midvale, UT 84047. In the event eBay initiates an arbitration against you, it will send a copy of the completed form to the physical address we have on file associated with your eBay account. Any settlement offer made by you or eBay shall not be disclosed to the arbitrator.

The arbitration hearing shall be held in the county in which you reside or at another mutually agreed location. If the value of the relief sought is \$10,000 or less, you or eBay may elect to have the arbitration conducted by telephone or based solely on written submissions, which election shall be binding on you and eBay subject to the arbitrator's discretion to require an in-person hearing, if the circumstances warrant. In cases where an in-person hearing is held, you and/or eBay may attend by telephone, unless the arbitrator requires otherwise.

The arbitrator will decide the substance of all claims in accordance with applicable law, including recognized principles of equity, and will honor all claims of privilege recognized by law. The arbitrator shall not be bound by rulings in prior arbitrations involving different users, but is bound by rulings in prior arbitrations involving the same eBay user to the extent required by applicable law. The arbitrator's award shall be final and binding and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

### **3. Costs of Arbitration**

Payment of all filing, administration and arbitrator fees will be governed by the AAA's rules, unless otherwise stated in this Agreement to Arbitrate. If the value of the relief sought is \$10,000 or less, at your request, eBay will pay all filing, administration, and arbitrator fees associated with the arbitration. Any request for payment of fees by eBay should be submitted by mail to the AAA along with your Demand for Arbitration and eBay will make arrangements to pay all necessary fees directly to the AAA. If (a) you willfully fail to comply with the Notice of Dispute requirement discussed above, or (b) in the event the arbitrator determines the claim(s) you assert in the arbitration to be frivolous, you agree to reimburse eBay for all fees associated with the arbitration paid by eBay on your behalf that you otherwise would be obligated to pay under the AAA's rules.

### **4. Severability**

With the exception of any of the provisions in Section 1 of this Agreement to Arbitrate ("Prohibition of Class and Representative Actions and Non-Individualized Relief"), if an arbitrator or court decides that any part of this Agreement to Arbitrate is invalid or unenforceable, the other parts of this Agreement to Arbitrate shall still apply.

### **5. Opt-Out Procedure**

**IF YOU ARE A NEW EBAY USER, YOU CAN CHOOSE TO REJECT THIS AGREEMENT TO ARBITRATE ("OPT-OUT") BY MAILING US A WRITTEN OPT-OUT NOTICE ("OPT-OUT NOTICE"). THE OPT-OUT NOTICE MUST BE**

**POSTMARKED NO LATER THAN 30 DAYS AFTER THE DATE YOU ACCEPT THE USER AGREEMENT FOR THE FIRST TIME. YOU MUST MAIL THE OPT-OUT NOTICE TO EBAY INC., ATTN: LITIGATION DEPARTMENT, RE: OPT-OUT NOTICE, 583 WEST EBAY WAY, DRAPER, UT 84020.**

For your convenience, we are providing an [Opt-Out Notice form](#) you must complete and mail to opt out of the Agreement to Arbitrate. You must complete the Opt-Out Notice form by providing the information called for in the form, including your name, address (including street address, city, state and zip code), and the user ID(s) and email address(es) associated with the eBay account(s) to which the opt-out applies. You must sign the Opt-Out Notice for it to be effective. This procedure is the only way you can opt out of the Agreement to Arbitrate. If you opt out of the Agreement to Arbitrate, all other parts of the Agreement and its Legal Disputes Section will continue to apply to you. Opting out of this Agreement to Arbitrate has no effect on any previous, other, or future arbitration agreements that you may have with us.

#### **6. Future Amendments to the Agreement to Arbitrate**

Notwithstanding any provision in the User Agreement to the contrary, you and we agree that if we make any amendment to this Agreement to Arbitrate (other than an amendment to any notice address or site link provided herein) in the future, that amendment shall not apply to any claim that was filed in a legal proceeding against eBay prior to the effective date of the amendment. The amendment shall apply to all other disputes or claims governed by the Agreement to Arbitrate that have arisen or may arise between you and eBay. We will notify you of amendments to this Agreement to Arbitrate by posting the amended terms on [www.eBay.com](http://www.eBay.com) at least 30 days before the effective date of the amendments and by providing notice through the eBay Message Center and/or by email. If you do not agree to these amended terms, you may close your account within the 30 day period and you will not be bound by the amended terms.

#### **C. Judicial Forum for Legal Disputes**

Unless you and we agree otherwise, in the event that the Agreement to Arbitrate above is found not to apply to you or to a particular claim or dispute, either as a result of your decision to opt out of the Agreement to Arbitrate or as a result of a decision by the arbitrator or a court order, you agree that any claim or dispute that has arisen or may arise between you and eBay must be resolved exclusively by a state or federal court located in Salt Lake County, Utah. You and eBay agree to submit to the personal jurisdiction of the courts located within Salt Lake County, Utah for the purpose of litigating all such claims or disputes.

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## **General**

eBay Inc. is located at 2065 Hamilton Ave., San Jose, CA 95125. eBay Inc.'s North American Customer Service Operations Center is located at 583 West eBay Way, Draper, UT 84020. eBay Europe S.à r.l. is located at 22-24 Boulevard Royal, L-2449 Luxembourg. eBay International AG is located at Helvetiastrasse 15/17, 3005, Bern, Switzerland. eBay



India Private Limited is located at 14th Floor, North Block, R-Tech Park, Western Express Highway, Goregaon (East), Mumbai 400063, Maharashtra (India).

Except as otherwise provided in this Agreement, if any provision of this User Agreement is held to be invalid, void or for any reason unenforceable, such provision shall be struck out and shall not affect the validity and enforceability of the remaining provisions. In our sole discretion, we may assign this User Agreement, by providing notice of such assignment in accordance with the Notices Section.

Headings are for reference purposes only and do not limit the scope or extent of such Section. Our failure to act with respect to a breach by you or others does not waive our right to act with respect to subsequent or similar breaches. We do not guarantee we will take action against all breaches of this User Agreement.

We may amend this User Agreement at any time by posting the amended terms on [www.eBay.com](http://www.eBay.com). Our right to amend the User Agreement includes the right to modify, add to, or remove terms in the User Agreement. We will provide you 30 days' notice by posting the amended terms. Additionally, we will notify you through the eBay Message Center and/or by email. Your continued access or use of our Services constitutes your acceptance of the amended terms. We may also ask you to acknowledge your acceptance of the User Agreement through an electronic click-through. This User Agreement may not otherwise be amended except through mutual agreement by you and an eBay representative who intends to amend this User Agreement and is duly authorized to agree to such an amendment.

The policies posted on our sites may be changed from time to time. Changes take effect when we post them on the eBay site.

If you create or use an account on behalf of a business entity, you represent that you are authorized to act on behalf of such business and bind the business to this User Agreement. Such account is owned and controlled by the business entity. No agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship is intended or created by this User Agreement.

The User Agreement, the User Privacy Notice, and all policies set forth the entire understanding and agreement between you and eBay and supersede all prior understandings and agreements of the parties.

The following Sections survive any termination of this User Agreement: Fees, Content, Disclaimer of Warranties; Limitation of Liability; Indemnity, and Legal Disputes.

If you are a California resident, in accordance with Cal. Civ. Code §1789.3, you may report complaints to the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by contacting them in writing at 400 R Street, Sacramento, CA 95814, or by telephone at (800) 952-5210.

Pursuant to 815 ILCS 414/1.5(c), for transactions involving tickets to events in Illinois, buyers and sellers may elect to submit complaints against one another to the American Arbitration Association ("AAA") under its rules and procedures. The AAA's rules are available at [www.adr.org](http://www.adr.org). Such complaints shall be decided by an independent arbitrator in accordance with this User Agreement. Buyers and sellers further agree to submit to the jurisdiction of the State of Illinois for complaints involving a ticketed event held in Illinois.

# EXHIBIT 5

[Home](#) > [Help](#) > eBay User Agreement

## Help

### Browse help

[Searching & researching](#)[Bidding & buying](#)[Selling & seller fees](#)[Payment & shipping](#)[Feedback](#)[Membership & account](#)[eBay glossary](#)  
[eBay acronyms](#)  
[A-Z index](#)

#### Search the help pages

(Does not search for items or products) Example: 'payment methods'

[Search](#)[Tips](#)

### eBay User Agreement

This User Agreement is effective upon acceptance for new users, and from September 29, 2016 for existing users. The [previous amendment to this User Agreement](#) was effective for all users on May 19, 2016.

#### In this article

[Introduction](#)[About eBay](#)[Using eBay](#)[Policy Enforcement](#)[Fees](#)[Listing Conditions](#)[Purchase Conditions](#)[International Buying and Selling; Translation](#)[Content](#)[Notice for Claims of Intellectual Property Violations and Copyright Infringement Pursuant to Section 512\(c\) of Title 17 of the United States Code](#)[Holds](#)[Authorization to Contact You; Recording Calls](#)[Additional Terms](#)[Returns](#)[Global Shipping Program](#)[eBay Money Back Guarantee](#)[Disclaimer of Warranties; Limitation of Liability](#)[Release](#)[Indemnity](#)[Legal Disputes](#)[General](#)

#### Contact us

Have a question? We can help.

[Contact us](#)

#### Ask eBay members

Get help from other eBay members. Visit the [Answer Center](#) to post a question.

#### Related help topics

[User Privacy Notice](#)

### Introduction

This User Agreement, the [User Privacy Notice](#), the [Mobile Devices Terms](#), and all policies posted on our sites set out the terms on which eBay offers you access to and use of our sites, services, applications and tools (collectively "Services"). You can find an overview of our policies [here](#). All policies, the Mobile Devices Terms, and the User Privacy Notice are incorporated into this User Agreement. You agree to comply with all of the above when accessing or using our Services.

The entity you are contracting with is eBay Inc., 2025 Hamilton Ave., San Jose, CA 95125 if you reside in the United States. It is eBay Europe S.à r.l., 22-24 Boulevard Royal, L-2449 Luxembourg if you reside in the European Union; eBay India Private Limited, 14th Floor, North Block, R-Tech Park, Western Express Highway, Goregaon (East), Mumbai 400063, Maharashtra if you reside in India; and eBay International AG, Helvetiastrasse 15/17, 3005, Bern, Switzerland if you reside in any other country. In this User Agreement, these entities are individually and collectively referred to as "eBay," "we," or "us."

Please be advised that this User Agreement contains provisions that govern how claims you and we have against each other are resolved (see [Disclaimer of Warranties; Limitation of Liability and Legal Disputes](#) provisions below). It also contains an Agreement to Arbitrate, which will, with limited exception, require you to submit claims you have against us to binding and final arbitration, unless you opt out of the Agreement to Arbitrate (see [Legal Disputes, Section B](#) ("Agreement to Arbitrate")). Unless you opt out: (1) you will only be permitted to pursue claims against us on an individual basis, not as a plaintiff or class member in any class or representative action or proceeding and (2) you will only be permitted to seek relief (including monetary, injunctive, and declaratory relief) on an individual basis.





## About eBay

eBay is a marketplace that allows users to offer, sell and buy just about anything in a variety of pricing formats and locations. The actual contract for sale is directly between the seller and buyer. eBay is not a traditional auctioneer.

While we may provide pricing, shipping, listing, and other guidance in our Services, such guidance is solely informational and you may decide to follow it or not. Also, while we may help facilitate the resolution of disputes through various programs, eBay has no control over and does not guarantee the existence, quality, safety or legality of items advertised; the truth or accuracy of users' content or listings; the ability of sellers to sell items; the ability of buyers to pay for items; or that a buyer or seller will actually complete a transaction or return an item.

## Using eBay

In connection with using or accessing the Services you will not:

- post, list or upload content or items in inappropriate categories or areas on our sites;

- breach or circumvent any laws, third-party rights or our systems, policies, or determinations of your account status;

- use our Services if you are not able to form legally binding contracts (for example, if you are under 18 years old), or are temporarily or indefinitely suspended from using our sites, services, applications or tools;

- fail to pay for items purchased by you, unless you have a valid reason as set out in an eBay policy, for example, the seller has materially changed the item's description after you bid, a clear typographical error is made, or you cannot contact the seller (see our [Unpaid item policy](#));

- fail to deliver items sold by you, unless you have a valid reason as set out in an eBay policy, for example, the buyer fails to comply with the posted terms in your listing or you cannot contact the buyer;

- manipulate the price of any item or interfere with any other user's listings;

- post false, inaccurate, misleading, deceptive, defamatory, or libelous content;

- take any action that may undermine the feedback or ratings systems (see [about our Feedback policies](#));

- transfer your eBay account (including Feedback) and user ID to another party without our consent;

- distribute or post spam, unsolicited or bulk electronic communications, chain letters, or pyramid schemes;

- distribute viruses or any other technologies that may harm eBay or the interests or property of users;

- use any robot, spider, scraper, data mining tools, data gathering and extraction tools, or other automated means to access our Services for any purpose, except with the prior express permission of eBay;

- interfere with the working of our Services, or impose an unreasonable or disproportionately large load on our infrastructure;

- export or re-export any eBay application or tool, except in compliance with the export control laws of any relevant jurisdictions and in accordance with posted rules and restrictions;

- infringe the copyright, trademark, patent, publicity, moral, database, and/or other intellectual property rights (collectively, "Intellectual Property Rights") that belong to or are licensed to eBay. Some, but not all, actions that may constitute infringement are reproducing, performing, displaying, distributing, copying, reverse engineering, decompiling, disassembling, or preparing derivative works from content that belongs to eBay or someone else;

- infringe any Intellectual Property Rights that belong to third parties affected by your use of the Services or post content that does not belong to you;

- commercialize any eBay application or any information or software associated with such application, except with the prior express permission of eBay;

- harvest or otherwise collect information about users without their consent; or

- circumvent any technical measures we use to provide the Services.

Sellers must meet eBay's [minimum performance standards](#). Failure to meet these standards may result in eBay charging you additional fees, and/or limiting, restricting, suspending, or downgrading your seller account.

If we believe you are abusing eBay in any way, we may, in our sole discretion and without limiting other remedies, limit, suspend, or terminate your user account(s) and access to our Services, delay or remove hosted content, remove any special status associated with your account(s), remove and demote listings, reduce or eliminate any discounts, and take technical and/or legal steps to prevent you from using our Services.



We may cancel unconfirmed accounts or accounts that have been inactive for a long time or modify or discontinue our Services. Additionally, we reserve the right to refuse or terminate all or part of our Services to anyone for any reason at our discretion.

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### Policy Enforcement

When a buyer or seller issue arises, we may consider the user's performance history and the specific circumstances in applying our policies. We may choose to be more lenient with policy enforcement in an effort to do the right thing for both buyers and sellers.

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### Fees

The fees we charge for using our Services are listed on our [Standard Selling Fees page](#). We may change our seller fees from time to time by posting the changes on the eBay site 14 days in advance, but with no advance notice required for temporary promotions or any changes that result in the reduction of fees.

You must have a payment method on file when selling on eBay and pay all fees and applicable taxes associated with our Services by the payment due date. If your payment method fails or your account is past due, we may collect fees owed by charging other payment methods on file with us, retain collection agencies and legal counsel, and, for accounts over 180 days past due, request that PayPal deduct the amount owed from your PayPal account balance. In addition, you will be subject to [late fees](#). eBay, or the collection agencies we retain, may also report information about your account to credit bureaus, and as a result, late payments, missed payments, or other defaults on your account may be reflected in your credit report. If you wish to dispute the information eBay reported to a credit bureau (i.e., Experian, Equifax or TransUnion) please contact us at eBay Inc., C/O Global Collections, 7700 West Parmer Lane, Building D, Austin, TX 78729. If you wish to dispute the information a collection agency reported to a credit bureau regarding your eBay account, you must contact the collection agency directly.

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### Listing Conditions

When listing an item, you agree to comply with eBay's [rules for listing](#) and [Selling Practices policy](#) and that:

You are responsible for the accuracy and content of the listing and item offered;

Your listing may not be immediately searchable by keyword or category for several hours (or up to 24 hours in some circumstances). eBay can't guarantee exact listing durations;

Content that violates any of eBay's policies may be deleted at eBay's discretion;

We strive to create a marketplace where buyers find what they are looking for. Therefore, the appearance or placement of listings in search and browse results will depend on a variety of factors, including, but not limited to:

- buyer's location, search query, browsing site, and history;
- item's location, listing format, price and shipping cost, terms of service, end time, history, and relevance to the user query;
- seller's history, including listing practices, Detailed Seller Ratings, eBay policy compliance, Feedback, and defect rate; and
- number of listings matching the buyer's query.

To drive a positive user experience, a listing may not appear in some search and browse results regardless of the sort order chosen by the buyer.

Some advanced listing upgrades will only be visible on certain Services.

eBay's [Duplicate Listing Policy](#) may also affect whether your listing appears in search results.

Metatags and URL links that are included in a listing may be removed or altered so as to not affect third-party search engine results.

We may provide you with optional recommendations to consider when creating your listings. Such recommendations may be based on the aggregated sales and performance history of similar sold and current listings; results will vary for individual listings. To drive the recommendations experience, you agree that we may display the sales and performance history of your individual listings to other sellers.

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### Purchase Conditions

When buying an item, you agree to the [rules for buyers](#) and that:

You are responsible for reading the full item listing before making a bid or commitment to buy.



You enter into a legally binding contract to purchase an item when you commit to buy an item or if you have the winning bid (or your bid is otherwise accepted).

For motor vehicles and real estate, a bid or offer initiates a non-binding transaction representing a buyer's serious expression of interest in buying the seller's item and does not create a formal contract between the buyer and the seller.

We do not transfer legal ownership of items from the seller to the buyer.

Utah Code Annotated § 70A-2-401(2) and Uniform Commercial Code § 2-401(2) apply to the transfer of ownership between the buyer and the seller, unless the buyer and the seller agree otherwise.

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### International Buying and Selling; Translation

Many of our Services are accessible to international sellers and buyers. We may offer certain programs, tools, and site experiences of particular interest to international sellers and buyers, such as estimated local currency conversion and international shipping calculation tools. Sellers and buyers are responsible for complying with all laws and regulations applicable to the international sale, purchase, and shipment of items. If you purchase an item on an eBay site other than eBay.com, you are subject to the User Agreement of that other eBay site with respect to that particular purchase.

You may list your items directly on one or more of eBay's international sites. Additionally, you may direct us to display your listing on eBay sites other than the original eBay listing site, including where you choose to list an item with an international shipping option (such as worldwide shipping or the Global Shipping Program): the appearance of your listings on these sites is not guaranteed. When you sell your items internationally, you agree to be subject to that other site's User Agreement, policies, and the [eBay International Selling Policy](#). You may restrict international buyers from purchasing your items if you explicitly exclude international shipping from your listings and apply an exclusion list to your listings.

You authorize us to use automated tools to translate your eBay content and member-to-member communications, in whole or in part, into local languages where such translation solutions are available. We may provide you with tools which will enable you to translate content at your request. The accuracy and availability of any translation are not guaranteed.

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### Content

When providing content using the Services (directly or indirectly), you grant us a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sublicensable (through multiple tiers) right to exercise any and all Intellectual Property Rights (as defined above) you have in that content in connection with our provision, expansion, and promotion of the Services, in any media known now or developed in the future. To the fullest extent permitted under applicable law, you waive your right to enforce against eBay, our assignees, our sublicensees, and their assignees your Intellectual Property Rights in that content in connection with our, those assignees', and those sublicensees' use of that content.

You represent and warrant that, for all such content you provide, you own or otherwise control all necessary rights to do so and to meet your obligations under this Agreement. You represent and warrant that such content is accurate. You represent and warrant that use of any such content (including derivative works) by us, our users, or others in contract with us, and in compliance with this Agreement, does not and will not infringe any Intellectual Property Rights of any third party. eBay takes no responsibility and assumes no liability for any content provided by you or any third party.

We may offer catalogs including, for example, product images, descriptions and specifications that are provided by third parties (including eBay users). You may use catalog content solely in your eBay listings. The permission to use catalog content is subject to modification or revocation at any time at eBay's sole discretion.

While we try to offer reliable data, we cannot promise that the catalogs or other content provided through the Services will always be available, accurate, complete, and up-to-date. As a buyer, you agree that eBay is not responsible for examining or warranting the listings or content provided by third parties through the Services, and that you will not attempt to hold us liable for any inaccuracies. As a seller, it is your responsibility to review the content of your listings for accuracy and that you will not attempt to hold our catalog providers or us responsible for inaccuracies. The catalog may include copyrighted, trademarked or other proprietary materials. You agree not to remove any copyright, proprietary, or identification markings included within the catalogs and not to create any derivative works based on catalog content (other than by including them in your listings).

The name "eBay" and other eBay marks, logos, designs, and phrases that we use in connection with our Services are trademarks, service marks, or



trade dress of eBay in the U.S. and other countries. They may not be used without the express written prior permission of eBay. A non-exhaustive list of our trademarks and the policy governing their use is available [here](#).

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### Notice for Claims of Intellectual Property Violations and Copyright Infringement Pursuant to Section 512(c) of Title 17 of the United States Code

We respond to notices of alleged copyright infringement under the United States Digital Millennium Copyright Act. eBay's Verified Rights Owner (VeRO) program works to ensure that listed items and content on our site or in our apps do not infringe upon the copyright, trademark, or certain other intellectual property rights of third parties. If you believe that your intellectual property rights have been infringed, please notify our VeRO team and we will investigate. [Learn how to submit a notice to eBay](#).

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### Holds

To protect eBay from risk of liability for your actions as a seller, eBay has at times recommended, and may continue to recommend, that PayPal restrict access to funds in a seller's PayPal account based on certain factors, including, but not limited to, selling history, seller performance, returns, riskiness of the listing category, transaction value, or the filing of an eBay Money Back Guarantee case. This may result in PayPal restricting funds in your PayPal account.

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### Authorization to Contact You; Recording Calls

eBay may contact you using autodialed or prerecorded calls and text messages, at any telephone number that you have provided us, to: (i) notify you regarding your account; (ii) troubleshoot problems with your account; (iii) resolve a dispute; (iv) collect a debt; (v) poll your opinions through surveys or questionnaires; or (vi) as otherwise necessary to service your account or enforce this User Agreement, our policies, applicable law, or any other agreement we may have with you. eBay may also contact you using autodialed or prerecorded calls and text messages for marketing purposes (e.g., offers and promotions), if you consent to such communications. As described in our User Privacy Notice, eBay may collect other telephone numbers for you and may place manual non-marketing calls to any of those numbers and autodialed non-marketing calls to any landline. Standard telephone minute and text charges may apply and may include overage fees if you have exceeded your plan limits. If you do not wish to receive such communications, you may change your communications preference at any time, including through the [communication preferences](#) section of your My eBay.

eBay may share your telephone number with its authorized service providers as stated in our User Privacy Notice. These service providers may contact you using autodialed or prerecorded calls and text messages, only as authorized by eBay to carry out the purposes we have identified above.

eBay may, without further notice or warning and in its discretion, monitor or record telephone conversations you or anyone acting on your behalf has with eBay or its agents for quality control and training purposes, or for its own protection.

### Privacy of Others; Marketing

If eBay provides you with information about another user, you agree you will use the information only for the purposes that it is provided to you. You may not disclose, sell, rent, or distribute a user's information to a third party for purposes unrelated to the Services. Additionally, you may not use information for marketing purposes, via electronic or other means, unless you obtain the consent of the specific user to do so.

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### Additional Terms

#### Returns and Cancellations

Sellers can create rules to automate replacements, returns, and refunds under certain circumstances. For all new sellers, in listings where returns are accepted, eBay will set a default rule that automates the return process. Sellers may remove or customize their return preferences in their account settings within My eBay. Where settings have been set to automatically accept requests for returns or replacements, an eBay-generated return shipping label will be provided to your buyer. You agree to comply with our [returns policy](#).

When an item is returned, to refund the buyer, you (as seller) authorize eBay to request that PayPal remove the refund amount (in same or other currency) from your PayPal account, place the amount on your invoice, and/or charge your payment method on file.



The cost of return shipping for an item that is not as described is the seller's responsibility.

You (as seller) authorize eBay to place the return shipping label cost on your invoice, subject to your automatic payment method on file when:

An eBay-generated return shipping label is used, and the seller is responsible for its cost;

Returns have been automated; and/or

You fail to send your buyer a return shipping label and, instead, an eBay-generated shipping label is used.

When a transaction is cancelled, to refund the buyer, you (as seller) authorize eBay to request that PayPal remove the refund amount (in same or other currency) from your PayPal account. See our [Cancellation Policy](#) for more details.

#### Global Shipping Program

One of the ways that we may make eBay.com listings available to international buyers on eBay.com and on eBay's International Sites is through the Global Shipping Program. For eligible items located in the United States and purchased by an international buyer through the Global Shipping Program, you (as seller) will simply ship the item to a parcel processing facility located in the United States. Pitney Bowes Inc., a third-party global shipping provider, will oversee the processing, customs clearance, and international shipment of the item on behalf of your international buyer. To the extent a buyer has a question about your Global Shipping Program listings, eBay may respond directly to the buyer if the question pertains to the services overseen by Pitney Bowes Inc. (for example, customs or international shipping). You pay no additional fees for selling through the Global Shipping Program.

Pursuant to a routed export transaction under the U.S. Export Administration Regulations and Foreign Trade Regulations, your buyer, as the Foreign Principal Party in Interest, will agree to assume responsibility for the export shipment, with Pitney Bowes Inc. acting as your buyer's forwarding agent. You remain liable for the accuracy of information you provide about items, and you agree to provide timely responses to requests for additional information.

You consent to the disclosure of certain personally identifiable information, as well as listing and order information, by eBay to Pitney Bowes Inc., and by Pitney Bowes Inc. to its affiliates, service providers, and other third parties (such as customs and revenue authorities, as well as other government agencies), in connection with the processing, export and customs clearance, and international transportation of any item. eBay does not control the privacy policies of Pitney Bowes Inc., its affiliates, or its service providers, and you are subject to the privacy policies of those parties, as applicable.

You may prevent your listings from being made available to international buyers through the program by adjusting your account settings within My eBay. Additional information about the program, including policies governing feedback, the handling of lost, damaged, and undeliverable items, returns, and the resolution of buyer protection claims for items that you sell through the program, can be found on the [Global Shipping Program Seller Policies and Frequently Asked Questions](#) page.

#### eBay Money Back Guarantee

Most eBay sales go smoothly, but if there's a problem with a purchase, the eBay Money Back Guarantee helps buyers and sellers communicate and resolve issues. You agree to comply with the policy and permit us to make a final decision on any eBay Money Back Guarantee case.

If you (as seller), choose to reimburse a buyer, or are required to reimburse a buyer or eBay under the eBay Money Back Guarantee, you authorize eBay to request that PayPal remove the reimbursement amount (in same or other currency) from your PayPal account, place the amount on your invoice, and/or charge your payment method on file. If we cannot get reimbursement from you, we may collect the outstanding sums using other collection mechanisms, including retaining collection agencies.

We may suspend the [eBay Money Back Guarantee](#) in whole or in part without notice if we suspect abuse or interference with the proper working of the policy.

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#### Disclaimer of Warranties; Limitation of Liability

We try to keep our Services safe, secure, and functioning properly, but we cannot guarantee the continuous operation of or access to our Services. Bid update and other notification functionality in eBay's applications may not



occur in real time. Such functionality is subject to delays beyond eBay's control.

You agree that you are making use of our Services at your own risk, and that they are being provided to you on an "AS IS" and "AS AVAILABLE" basis. Accordingly, to the extent permitted by applicable law, we exclude all express or implied warranties, terms and conditions including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, and non-infringement.

In addition, to the extent permitted by applicable law, we (including our parent, subsidiaries, and affiliates, and our and their officers, directors, agents and employees) are not liable, and you agree not to hold us responsible, for any damages or losses (including, but not limited to, loss of money, goodwill or reputation, profits, other intangible losses, or any special, indirect, or consequential damages) resulting directly or indirectly from:

- the content you provide (directly or indirectly) using the Services;
- your use of or your inability to use our Services;
- pricing, shipping, format, or other guidance provided by eBay;
- delays or disruptions in our Services;
- viruses or other malicious software obtained by accessing or linking to our Services;
- glitches, bugs, errors, or inaccuracies of any kind in our Services;
- damage to your hardware device from the use of any eBay Service;
- the content, actions, or inactions of third parties, including items listed using our Services or the destruction of allegedly fake items;
- a suspension or other action taken with respect to your account or breach of the Abusing eBay Section above;
- the duration or manner in which your listings appear in search results as set out in the Listing Conditions Section above; or
- your need to modify practices, content, or behavior, or your loss of or inability to do business, as a result of changes to this User Agreement or our policies.

Some jurisdictions do not allow the disclaimer of warranties or exclusion of damages, so such disclaimers and exclusions may not apply to you.

Regardless of the previous paragraphs, if we are found to be liable, our liability to you or to any third party is limited to the greater of (a) any amounts due under the eBay Money Back Guarantee up to the price the item sold for on eBay (including any applicable sales tax) and its original shipping costs, (b) the amount of fees in dispute not to exceed the total fees, which you paid to us in the 12 months prior to the action giving rise to the liability, or (c) \$100.

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### Release

If you have a dispute with one or more users, you release us (and our affiliates and subsidiaries, and our and their respective officers, directors, employees and agents) from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such disputes. **In entering into this release you expressly waive any protections (whether statutory or otherwise) that would otherwise limit the coverage of this release to include only those claims which you may know or suspect to exist in your favor at the time of agreeing to this release.**

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### Indemnity

You will indemnify and hold us (including our affiliates and subsidiaries, as well as our and their respective officers, directors, employees, agents) harmless from any claim or demand, including reasonable legal fees, made by any third party due to or arising out of your breach of this Agreement, your improper use of eBay's Services or your breach of any law or the rights of a third party.

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### Legal Disputes

**PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS YOUR RIGHTS AND WILL HAVE A SUBSTANTIAL IMPACT ON HOW CLAIMS YOU AND EBAY HAVE AGAINST EACH OTHER ARE RESOLVED.**

You and eBay agree that any claim or dispute at law or equity that has arisen, or may arise, between us relating in any way to or arising out of this or previous versions of the eBay User Agreement, your use of or access to the Services, or any products or services sold or purchased through the Services, will be resolved in accordance with the provisions set forth in this Legal Disputes Section.





**A. Applicable Law**

You agree that, except to the extent inconsistent with or preempted by federal law, the laws of the State of Utah, without regard to principles of conflict of laws, will govern the User Agreement and any claim or dispute that has arisen or may arise between you and eBay, except as otherwise stated in the User Agreement.

**B. Agreement to Arbitrate**

You and eBay each agree that any and all disputes or claims that have arisen, or may arise, between you and eBay relating in any way to or arising out of this or previous versions of the User Agreement, your use of or access to eBay's Services, or any products or services sold, offered, or purchased through eBay's Services shall be resolved exclusively through final and binding arbitration, rather than in court. Alternatively, you may assert your claims in small claims court, if your claims qualify and so long as the matter remains in such court and advances only on an individual (non-class, non-representative) basis. The Federal Arbitration Act governs the interpretation and enforcement of this Agreement to Arbitrate.

**1. Prohibition of Class and Representative Actions and Non-Individualized Relief**

YOU AND EBAY AGREE THAT EACH OF US MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, OR REPRESENTATIVE OR PRIVATE ATTORNEY GENERAL ACTION OR PROCEEDING. UNLESS BOTH YOU AND EBAY AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN MORE THAN ONE PERSON'S OR PARTY'S CLAIMS, AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CONSOLIDATED, REPRESENTATIVE, CLASS, OR PRIVATE ATTORNEY GENERAL ACTION OR PROCEEDING. ALSO, THE ARBITRATOR MAY AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF NECESSITATED BY THAT PARTY'S INDIVIDUAL CLAIM(S). ANY RELIEF AWARDED CANNOT AFFECT OTHER USERS. If a court decides that applicable law precludes enforcement of any of this paragraph's limitations as to a particular claim for relief, then that claim (and only that claim) must be severed from the arbitration and may be brought in court, subject to your and eBay's right to appeal the court's decision. All other claims will be arbitrated.

**2. Arbitration Procedures**

Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, and court review of an arbitration award is very limited. However, an arbitrator can award the same damages and relief on an individual basis that a court can award to an individual. An arbitrator should apply the terms of the User Agreement as a court would. All issues are for the arbitrator to decide, except that issues relating to arbitrability, the scope or enforceability of this Agreement to Arbitrate, or the interpretation of Section 1 of this Agreement to Arbitrate ("Prohibition of Class and Representative Actions and Non-Individualized Relief"), shall be for a court of competent jurisdiction to decide.

The arbitration will be conducted by the American Arbitration Association ("AAA") under its rules and procedures, including the AAA's Consumer Arbitration Rules (as applicable), as modified by this Agreement to Arbitrate. The AAA's rules are available at [www.adr.org](http://www.adr.org) or by calling the AAA at 1-800-778-7879. The use of the word "arbitrator" in this provision shall not be construed to prohibit more than one arbitrator from presiding over an arbitration; rather, the AAA's rules will govern the number of arbitrators that may preside over an arbitration conducted under this Agreement to Arbitrate.

A party who intends to seek arbitration must first send to the other, by certified mail, a completed form Notice of Dispute ("Notice"). You may download a form Notice [here](#). The Notice to eBay should be sent to eBay Inc., Attn: Litigation Department, Re: Notice of Dispute, 583 W. eBay Way, Draper, UT 84020. eBay will send any Notice to you to the physical address we have on file associated with your eBay account; it is your responsibility to keep your physical address up to date. All information called for in the Notice must be provided, including a description of the nature and basis of the claims the party is asserting and the relief sought.

If you and eBay are unable to resolve the claims described in the Notice within 30 days after the Notice is sent, you or eBay may initiate arbitration proceedings. A form for initiating arbitration proceedings is available on the AAA's site at [www.adr.org](http://www.adr.org). In addition to filing this form with the AAA in accordance with its rules and procedures, the party



initiating the arbitration must mail a copy of the completed form to the opposing party. You may send a copy to eBay at the following address: eBay, Inc. c/o CT Corporation System, 1108 E South Union Ave., Midvale, UT 84047. In the event eBay initiates an arbitration against you, it will send a copy of the completed form to the physical address we have on file associated with your eBay account. Any settlement offer made by you or eBay shall not be disclosed to the arbitrator.

The arbitration hearing shall be held in the county in which you reside or at another mutually agreed location. If the value of the relief sought is \$10,000 or less, you or eBay may elect to have the arbitration conducted by telephone or based solely on written submissions, which election shall be binding on you and eBay subject to the arbitrator's discretion to require an in-person hearing, if the circumstances warrant. In cases where an in-person hearing is held, you and/or eBay may attend by telephone, unless the arbitrator requires otherwise.

The arbitrator will decide the substance of all claims in accordance with applicable law, including recognized principles of equity, and will honor all claims of privilege recognized by law. The arbitrator shall not be bound by rulings in prior arbitrations involving different users, but is bound by rulings in prior arbitrations involving the same eBay user to the extent required by applicable law. The arbitrator's award shall be final and binding and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

### 3. Costs of Arbitration

Payment of all filing, administration and arbitrator fees will be governed by the AAA's rules, unless otherwise stated in this Agreement to Arbitrate. If the value of the relief sought is \$10,000 or less, at your request, eBay will pay all filing, administration, and arbitrator fees associated with the arbitration. Any request for payment of fees by eBay should be submitted by mail to the AAA along with your Demand for Arbitration and eBay will make arrangements to pay all necessary fees directly to the AAA. If (a) you willfully fail to comply with the Notice of Dispute requirement discussed above, or (b) in the event the arbitrator determines the claim(s) you assert in the arbitration to be frivolous, you agree to reimburse eBay for all fees associated with the arbitration paid by eBay on your behalf that you otherwise would be obligated to pay under the AAA's rules.

### 4. Severability

With the exception of any of the provisions in Section 1 of this Agreement to Arbitrate ("Prohibition of Class and Representative Actions and Non-Individualized Relief"), if an arbitrator or court decides that any part of this Agreement to Arbitrate is invalid or unenforceable, the other parts of this Agreement to Arbitrate shall still apply.

### 5. Opt-Out Procedure

**IF YOU ARE A NEW EBAY USER, YOU CAN CHOOSE TO REJECT THIS AGREEMENT TO ARBITRATE ("OPT-OUT") BY MAILING US A WRITTEN OPT-OUT NOTICE ("OPT-OUT NOTICE"). THE OPT-OUT NOTICE MUST BE POSTMARKED NO LATER THAN 30 DAYS AFTER THE DATE YOU ACCEPT THE USER AGREEMENT FOR THE FIRST TIME. YOU MUST MAIL THE OPT-OUT NOTICE TO EBAY INC., ATTN: LITIGATION DEPARTMENT, RE: OPT-OUT NOTICE, 583 WEST EBAY WAY, DRAPER, UT 84020.**

For your convenience, we are providing an [Opt-Out Notice form](#) you must complete and mail to opt out of the Agreement to Arbitrate. You must complete the Opt-Out Notice form by providing the information called for in the form, including your name, address (including street address, city, state and zip code), and the user ID(s) and email address(es) associated with the eBay account(s) to which the opt-out applies. You must sign the Opt-Out Notice for it to be effective. This procedure is the only way you can opt out of the Agreement to Arbitrate. If you opt out of the Agreement to Arbitrate, all other parts of the Agreement and its Legal Disputes Section will continue to apply to you. Opting out of this Agreement to Arbitrate has no effect on any previous, other, or future arbitration agreements that you may have with us.

### 6. Future Amendments to the Agreement to Arbitrate

Notwithstanding any provision in the User Agreement to the contrary, you and we agree that if we make any amendment to this Agreement to Arbitrate (other than an amendment to any notice address or site link provided herein) in the future, that amendment shall not apply to any claim that was filed in a legal proceeding against eBay prior to the effective date of the amendment. The amendment shall apply to all other disputes or claims governed by the Agreement to Arbitrate that have arisen or may arise between you and eBay. We will notify you of amendments to this Agreement to Arbitrate by posting the amended terms on [www.ebay.com](http://www.ebay.com) at least 30 days before the effective date of the amendments and by providing notice through the eBay Message Center and/or by email. If you do not agree to these amended terms, you may close your account within the 30-day period and you will not be bound by the amended terms.





### C. Judicial Forum for Legal Disputes

Unless you and we agree otherwise, in the event that the Agreement to Arbitrate above is found not to apply to you or to a particular claim or dispute, either as a result of your decision to opt out of the Agreement to Arbitrate or as a result of a decision by the arbitrator or a court order, you agree that any claim or dispute that has arisen or may arise between you and eBay must be resolved exclusively by a state or federal court located in Salt Lake County, Utah. You and eBay agree to submit to the personal jurisdiction of the courts located within Salt Lake County, Utah for the purpose of litigating all such claims or disputes.

### General

eBay Inc. is located at 2025 Hamilton Ave., San Jose, CA 95125. eBay Inc.'s North American Customer Service Operations Center is located at 583 West eBay Way, Draper, UT 84020. eBay Europe S.à r.l. is located at 22-24 Boulevard Royal, L-2449 Luxembourg. eBay International AG is located at Helvetiastrasse 15/17, 3005, Bern, Switzerland. eBay India Private Limited is located at 14th Floor, North Block, R-Tech Park, Western Express Highway, Goregaon (East), Mumbai 400063, Maharashtra (India).

Except as otherwise provided in this Agreement, if any provision of this User Agreement is held to be invalid, void or for any reason unenforceable, such provision shall be struck out and shall not affect the validity and enforceability of the remaining provisions. In our sole discretion, we may assign this User Agreement, and in such event, we will post notice on [www.ebay.com](http://www.ebay.com).

Headings are for reference purposes only and do not limit the scope or extent of such Section. Our failure to act with respect to a breach by you or others does not waive our right to act with respect to subsequent or similar breaches. We do not guarantee we will take action against all breaches of this User Agreement.

We may amend this User Agreement at any time by posting the amended terms on [www.eBay.com](http://www.eBay.com). Our right to amend the User Agreement includes the right to modify, add to, or remove terms in the User Agreement. We will provide you 30 days' notice by posting the amended terms. Additionally, we will notify you through the eBay Message Center and/or by email. Your continued access or use of our Services constitutes your acceptance of the amended terms. We may also ask you to acknowledge your acceptance of the User Agreement through an electronic click-through. This User Agreement may not otherwise be amended except through mutual agreement by you and an eBay representative who intends to amend this User Agreement and is duly authorized to agree to such an amendment.

The policies posted on our sites may be changed from time to time. Changes take effect when we post them on the eBay site.

If you create or use an account on behalf of a business entity, you represent that you are authorized to act on behalf of such business and bind the business to this User Agreement. Such account is owned and controlled by the business entity. No agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship is intended or created by this User Agreement.

The User Agreement, the User Privacy Notice, and all policies posted through our Services set forth the entire understanding and agreement between you and eBay, and supersede all prior understandings and agreements of the parties.

The following Sections survive any termination of this User Agreement: Fees, Content, Disclaimer of Warranties; Limitation of Liability; Indemnity, and Legal Disputes.

If you are a California resident, in accordance with Cal. Civ. Code §1789.3, you may report complaints to the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by contacting them in writing at 400 R Street, Sacramento, CA 95814, or by telephone at (800) 952-5210.

Pursuant to 815 ILCS 414/1.5(c), for transactions involving tickets to events in Illinois, buyers and sellers may elect to submit complaints against one another to the American Arbitration Association ("AAA") under its rules and procedures. The AAA's rules are available at [www.adr.org](http://www.adr.org). Such complaints shall be decided by an independent arbitrator in accordance with this User Agreement. Buyers and sellers further agree to submit to the jurisdiction of the State of Illinois for complaints involving a ticketed event held in Illinois.



# EXHIBIT 6

## COLLECTION SERVICES AGREEMENT

**THIS COLLECTION SERVICES AGREEMENT** (the "Agreement") is made on February 1, 2015 (the "Effective Date") by and between **eBay Inc.**, a Delaware corporation with its principal place of business at 2145 Hamilton Avenue, San Jose, California 95125, United States of America ("eBay"), and **Allied International Credit Corp.**, with its principal place of business at 6800 Paragon Place, Suite 400, Richmond, Virginia 23230 ("Collector").

### 1. ENGAGEMENT OF SERVICES.

**1.1** eBay hereby engages Collector for the Term (as defined in Section 10) to perform the following services (Sections 1.1.1 to 1.1.4, collectively, the "Services"):

**1.1.1 Collections.** Collector shall undertake the collection of certain delinquent United States domestic accounts (each, an "Account") of eBay sellers ("Debtors") which eBay decides to place with Collector. eBay reserves the right to revoke any or all Accounts without reason at any time.

[REDACTED]

**1.1.3 Litigation Services.** Collector may litigate claims relating to the delinquency of the Accounts against Debtors subject to eBay's prior written approval on a case-by-case basis. eBay reserves the right to control the investigation of claims, defense and settlement of such litigation.

[REDACTED]

**1.2 Performance and Information Security Standards.** Collector shall perform the Services according to the highest degree of professionalism, in a timely and professional manner consistent with industry standards, and shall meet all specifications set forth herein as determined in eBay's sole and exclusive discretion. In completing the Services, Collector agrees to provide its own employees, equipment, tools and other materials at its own expense. [REDACTED]

[REDACTED]

**1.2.1 Debtor Contact Guidelines.** Subject to and to the extent permissible by applicable laws, Collector shall follow the Collection Call Guidelines, [REDACTED] for contacting Debtors. Collector is solely responsible for its compliance with applicable laws in providing the Services.

**1.2.2 Monitoring.** eBay has the right to monitor the Services: (i) by reviewing any letters written by Collector to Debtors, (ii) by listening to any live phone conversations with Debtors with respect to their Accounts, (iii) by reviewing and approving all scripts used to collect a debt, including those used for inbound, outbound calls and all forms of left messages and (iv) by performing on-site due diligence audits to ensure the quality of Service and execution of the terms herein.

**2. PAYMENT.**

**2.1 Collector Fees.** eBay shall pay Collector on a contingency fee basis at the following schedule:

[REDACTED]

[REDACTED]

[REDACTED]

At eBay's sole option and in accordance with eBay's user agreement, Collector Fees may be added to the delinquent amounts owing for any Account.

**2.2** [REDACTED]

**2.3** [REDACTED]

**2.4 Collector Expense.** [REDACTED]

**2.5 Taxes.** [REDACTED]

3. **AUDIT RIGHTS.** During the term of this Agreement and for two (2) years thereafter, Collector shall maintain proper records relating to the computation of payments owed to eBay. No more frequently than once every three (3) months, eBay's designated auditing professional may inspect such records to verify Collector's Reports to eBay. Any such inspection shall be conducted in a manner that does not interfere with Collector's regular business activities. Collector shall immediately make any overdue payments disclosed by the audit plus applicable interest. Such inspection shall be at the eBay's expense; however, if the audit reveals overdue payments, then Collector shall immediately pay the cost of such audit, plus any unpaid amounts due to eBay.

4. **OWNERSHIP.** As between eBay and Collector: (i) eBay retains all rights, title and interest in and to all intellectual property rights embodied in or associated with the Customer Information (as defined below), the Accounts, and (ii) Collector retains all rights, title and interest in and to all intellectual property rights embodied in or associated with Collector's System, excluding (i) above. Collector acknowledges that this Agreement does not provide for the sale or assignment of account receivables for the Accounts.

5. **REPRESENTATIONS AND WARRANTIES.** [REDACTED]

6. **EBAY CUSTOMER INFORMATION.** [REDACTED]

7. [REDACTED] Collector is not the agent of eBay except for the limited purpose of performing the Services, and is not authorized to make any representation, contract, or commitment on behalf of eBay, unless specifically requested or authorized in writing to do so by a eBay officer.

8. **INSURANCE.**

8.1 [REDACTED]

[REDACTED]

8.2

[REDACTED]

9.

**CONFIDENTIAL INFORMATION.**

[REDACTED]

[REDACTED] All Confidential Information furnished to Collector by eBay is the sole and exclusive property of eBay and its assigns.

10.

**TERM AND TERMINATION.**

10.1

[REDACTED]

10.2

10.3

11. INDEMNIFICATION.

11.1

11.2

11.3

12. LIMITATION OF LIABILITY.



[REDACTED]

**13. GENERAL**

**13.1 Successors and Assigns.** This Agreement may not be assigned nor subcontracted by Collector in whole or in part without eBay's prior written consent, and any such attempted assignment or subcontracting shall be void. eBay may, at any time and at its option, assign or transfer this Agreement and its rights pursuant to this Agreement, in whole or in part, to any successors (including by merger), affiliates, subsidiaries or assigns or any other third party, or sub-contract any or all of its obligations under this Agreement, without prior consent from Collector. Subject to the foregoing, this Agreement shall be for the benefit of eBay's successors and assigns, and shall be binding on Collector's assignees.

**13.2 Notices.** [REDACTED]

**13.3 Governing Law and Jurisdiction.** [REDACTED]

**13.4 Severability.** [REDACTED]

**13.5 Waiver.** [REDACTED]

**13.6 Injunctive Relief for Breach.** [REDACTED]

**13.7 Counterparts.** This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be deemed to be an original, and which shall together constitute one and the same agreement. Each party agrees that the delivery of signatures to this Agreement by facsimile or electronic transmission will have the same force and effect as delivery of original signatures.

**13.8 Entire Agreement.** This Agreement (including the Exhibits hereto which are incorporated herein by this reference) constitutes the entire agreement between the parties relating to this subject matter and supersedes all prior or contemporaneous oral or written agreements concerning such subject matter. The terms of this Agreement shall govern all Services. This Agreement may only be changed by mutual agreement of authorized representatives of the parties in writing. All Exhibits attached to this Agreement are deemed a part of this Agreement and incorporated herein. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, shall be effective unless in writing and signed by the authorized representative of the party to be charged.

In witness whereof this Agreement has been executed by the parties and is intended to be and is hereby effective on the Effective Date set forth above.

**Allied International Credit Corp**

By: *David R. Gallagher*  
Name: DAVID R GALLAGHER  
Title: FVP  
Date: MARCH 10, 2015

**eBay Inc.**

DocuSigned by:  
*David Schwarzbach*  
C12C0AE2AC37448...  
By: David Schwarzbach  
Name: David Schwarzbach  
Title: VP, Finance, Marketplaces, North America  
Date: 4/8/2015

